

The complaint

Mrs W says that Vanquis Bank Limited (Vanquis) were unreasonable to default her account.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I was sorry to hear about the difficulties Mrs W has had and I know it will disappoint her, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

The default notice told Mrs W that she needed to clear the arrears on her account by 19 July 2023. But Mrs W didn't call the bank to set up a continuous payment authority until 26 July 2023 and, in those circumstances, it would seem reasonable for Vanquis to have defaulted the account.

Mrs W says there were exceptional circumstances. She says that during a call on 28 June 2023 she wanted to make a payment using her husband's bank card and that Vanquis should have completed that transaction as they were aware he was present and could have approved it. She also says she made calls to the bank but that she was unable to get through.

Regardless of whether a payment could have been taken on 28 June 2023 it's clear that the call ended with Mrs W being told she would need to call back and make payment towards a reduced payment plan. But Mrs W didn't call back until 26 July 2023, after the default was due to be applied and, having checked with the bank, there is no evidence of missed calls in the interim, other than some that may have been made on 26 July 2023 before Mrs W was able to speak to Vanquis and after the default had already been activated.

In those circumstances, I don't think Vanquis were unreasonable to register a default and I'm not asking them to take any further action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 6 May 2024.

Phillip McMahon
Ombudsman