DRN-5747828

The complaint

Mr A complains that Vanquis Bank Limited have sent him correspondence requesting payment of the outstanding balance on his account. He's also unhappy that his account has been passed to a debt collection agency.

What happened

Mr A holds a credit card account with Vanquis. The account fell into arrears. Vanquis issued a Notice of Default, which advised Mr A that the account might be transferred to a debt collection agency.

Mr A complained to Vanquis. He wasn't happy that he'd been sent correspondence about the outstanding balance. He's also unhappy that interest had continued to be added to the account.

Vanquis didn't uphold the complaint. It said it had issued the Notice of Default correctly based on Mr A's account status and that it was under an obligation to keep Mr A informed about his account.

Mr A remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that Vanquis hadn't acted unfairly by sending a Default Notice and correspondence about the balance owed.

Mr A didn't agree so I've been asked to review the complaint.

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 know it will disappoint Mr A, but I agree with the investigator's opinion. I'll explain why.

I've reviewed the terms and conditions of the account. These state that Vanquis can end the agreement at any time by giving notice. They also state that Vanquis can transfer the agreement to a third party.

Mr A agreed to these terms and conditions when he took out the card.

I've reviewed the history of the account. I can see that the account was in arrears and that a Notice of Default was issued by Vanquis in February 2025. The Default Notice states that the sum of £625.11 plus any transactions and interest added after the date of the Default Notice must be repaid by 12 March 2025. The Default Notice also states that if the balance isn't paid, the account may be transferred to a debt collection agency.

I can see that Mr A made a payment of £190 on 2 March 2025. However, he didn't pay the sum set out in the Default Notice within the timescale specified.

Having reviewed the available information, I'm unable to find any evidence that Vanquis made an error or treated Mr A unfairly when it issued the Default Notice.

I appreciate that Mr A isn't happy about the account being transferred to a debt collection agency. However, based on what I've seen, Vanquis has acted in line with the terms and conditions of the account, which allow it to transfer the account to a third party. The Notice of Default clearly states that the debt may be transferred to a debt collection agency, so I'm satisfied that Vanquis gave Mr A reasonable notice that this could happen.

I understand that Mr A feels very strongly about this. He's mentioned that he doesn't think Vanquis acted fairly by closing his account and that he feels harassed by Vanquis because it keeps sending him correspondence about his account.

I've explained above why I don't think Vanquis has made an error or treated Mr A unfairly. IN relation to the correspondence that Mr A has received, Vanquis – like all providers of credit – is under a regulatory obligation to keep customers advised about the status of their account. So I'm unable to say that Vanquis has done anything wring by sending the Notice of Default and other correspondence about the account to Mr A.

My final decision

My final decision is that I'm unable to uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 September 2025.

Emma Davy
Ombudsman