DRN-5755013

The complaint

Miss H complains that Vanquis Bank Limited didn't change her payment collection date and reported a late payment on her credit file.

What happened

Miss H holds a credit card account with Vanquis.

In March 2025 Miss H received a letter from Vanquis advising her that she'd missed a payment. Miss H checked her bank statement and couldn't see any returned direct debits. She contacted Vanquis to query the missed payment letter and was advised that the payment due by 24 March 2025 hadn't been received.

Miss H complained to Vanquis. She said she'd requested in November 2024 for the payment date to be changed to 27th of the month to align with her salary payment date. She asked Vanquis to remove the late payment marker.

Vanquis didn't uphold the complaint. It said it had attempted to process a payment under the Continuous Payment Authority (CPA) on 16 March 2025 and 17 March 2025 but this had been declined, leading to the missed payment. Vanquis said it had sent Miss H a letter on 17 March 2025 advising her that it had been unable to collect the payment under the CPA and advising her that she could make a manual payment using an alternative method. It said that as no payment was received by the payment due date of 24 March a late payment was recorded. Vanquis said it had no record of Miss H contacting them in November 2024 to request a change to the payment due date. It confirmed that a CPA set up on 1 April 2025 would collect £50 on 27 May 2025.

Miss H remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. He said he hadn't found any evidence of Miss H contacting Vanquis in November 2024 to discuss changing the payment due date on her credit card, and that because of this he couldn't agree that Vanquis made an error by not changing the payment due date. The investigator said he'd seen evidence that Vanquis attempted to collect a payment on 16 and 17 March 2025. He said he was satisfied that Vanquis had advised Miss H that she would need to make a manual payment by 24 March 2025 but that because no payment had been received, the late payment had been correctly reported to the credit reference agencies.

Miss H didn't agree. She said she called Vanquis in November 2024 and advised them that she wanted the payment date to change to 27th of each month starting in February 2025. She said she heard nothing from Vanquis until they called her on 1 April 2025, which was when they advised her that her CPA had been cancelled due to two missed payments. Miss H said she explained that she hadn't missed a payment as the April payment wasn't due until 27 April 2025 and she'd paid the March payment. Miss H said that Vanquis had cancelled her payment arrangement prematurely and had unfairly reported a late payment marker on her credit file.

Because Miss H didn't agree 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 that it will disappoint Miss H but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a 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.

Firstly, I'll address Miss H's assertion that she contacted Vanquis in November 2024 and requested to change the payment due date with effect from February 2025. I've reviewed the system notes provided by Vanquis, but I can't find any evidence to suggest that Miss H contacted them to discuss changing the payment due date. If Miss H had agreed a change to the payment due date, I would've expected Vanquis to have issued correspondence confirming this. I haven't found any record of this either. Based on what I've seen, there isn't enough evidence for me to safely conclude that Miss H requested to change the payment due date.

I've gone on to look at whether Vanquis acted fairly when it reported a late payment marker on Miss H's credit file.

I've reviewed the account. Miss H had a payment arrangement with Vanquis to pay £50 per month. The payment due date (for the month which is relevant to this complaint) was 24 March 2025. Vanquis has provided evidence to show that it attempted to take a £50 payment under a CPA on 16 March 2025, but this failed. Vanquis attempted to take the payment again on 17 March 2025, but it failed. Vanquis wrote to Miss H on 17 March 2025 and advised her that the payment had failed. It advised her that she could make a manual payment.

The payment due date of 24 March 2025 passed, and Miss H hadn't made a payment.

I can see that Miss H called Vanquis on 1 April 2025 and requested to change the payment date to 27th of each month. Miss H says she agreed to pay £100 by 20 April 2025 and £50 on 27 April 2025.

Miss H says she paid £100 on 22 April 2025 but then received a Default Notice dated 22 April 2025 requiring payment by 7 May 2025. She says she wasn't given a reasonable time to remedy the arrears before the account was defaulted.

I understand that this has been a difficult time for Miss H. However, on her own case, Miss H missed the payment due in March 2025, paid £100 on 22 April 2025 (instead of 20 April 2025) and didn't pay the sums demanded in the Default Notice by the date specified. So I don't think it was unreasonable for Vanquis to take the action it did.

I appreciate that Miss H wants the negative information removed from her credit file. However, Vanquis – like all providers of credit – is under an obligation to report accurate information to the credit reference agencies. I haven't found any evidence to suggest that Vanquis has made an error by reporting the late payment and the default, so I'm unable to ask them to amend Miss H's credit file.

Taking all the available information into account, I'm unable to find any evidence that Vanquis has made an error or treated Miss H unfairly. I'm therefore unable to uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

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

Emma Davy
Ombudsman