

## **The complaint**

Mr F complains about how Vanquis Bank Limited recorded information on his credit file in relation to a credit card.

## **What happened**

Unfortunately, Mr F suffered a bereavement and explained this meant he needed to leave the UK. When he returned, he found out his credit card account with Vanquis had been defaulted in February 2025 and he could no longer use his card.

Mr F was unhappy with this and complained to Vanquis. It issued a final response later in February 2025. This said, in summary, that the account had entered into arrears towards the end of 2024. Vanquis said it had wrote to Mr F explaining the position of the account, including sending him a default notice. It said the default notice wasn't satisfied and it didn't hear from Mr F, so the account was defaulted. Vanquis explained Mr F only told it about him being out of the country after the account was already defaulted.

Mr F referred the complaint to our service. He said he thought the balance of the account was incorrect, that Vanquis had never been in touch with him, that it had lied to hide its mistakes and it hadn't done a proper investigation. He also said two defaults had been added to the account as one had later been recorded by a business the debt had been passed to.

An investigator issued a view and didn't uphold the complaint. She said, in summary, that while she was sorry to hear about Mr F's circumstances, he still needed to make the payments due to the account. She said the account was three months in arrears when the default was recorded, so she didn't think Vanquis did anything wrong.

Mr F was unhappy with this. He said in summary, that he hadn't made a late payment in October 2024, that Vanquis should've sent him further letters, that the investigator hadn't commented on him providing evidence that he was outside the UK and that Vanquis hadn't given him a "*14 day cooling period*". Mr F also said he should've had a 'grace period' of 24 days. He said Vanquis applied the default prematurely.

Our investigator explained that October 2024's payment aside, payments weren't made to the account in November and December 2024 and January 2025. So, she said what Mr F explained didn't change her opinion.

Mr F remained unhappy, so the complaint has been passed to me to decide.

## **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.

Having done so, I do not think this complaint should be upheld.

Both parties should note this decision only covers events that took place up to the final response being issued in February 2025. In other words, I'm only considering if Vanquis acted reasonably by *initially* adding the default when it did.

Mr F told our service about the issue of another business later also adding a default to his credit file, however this was only raised with Vanquis several months after the above final response was issued. I don't have further information about this point or a response from Vanquis about it, so Mr F will need to contact Vanquis directly if he wishes to pursue this.

I'd like to explain to Vanquis and Mr F that I might not comment on every point raised. Instead, I'm going to focus my decision on what I think are the key facts and the crux of the complaint. This reflects the informal nature of our service.

I think the key thing to decide in this case is the question of whether Vanquis was right to default the account when Mr F was out of the country. Mr F should note I have no reason to doubt his version of events, and I am not disputing he wasn't in the UK at the time.

I was very sorry to read about the situation. In short however, Mr F still needed to make payments to the account. And I've noted Vanquis explained Mr F only told it what had happened after the account was already defaulted.

Thinking about this, under the specific circumstances of this case I don't think Vanquis acted unreasonably by applying the default even though Mr F was not in the UK at the time.

I've then gone on to consider in general terms what Vanquis did.

I've seen from Mr F's account statements that no payment was made to the agreement in November 2024, December 2024 or January 2025.

Mr F said Vanquis shouldn't have issued a default notice in January 2025 as it should have waited until the account was three months in arrears. It should be noted there is a clear difference between issuing a default notice and defaulting the account. But, in any event, the default notice was issued on 10 January 2025. Mr F had missed a payment due on 6 January 2025. So, I'm satisfied the account *was* three months in arrears when the default notice was issued.

I'm satisfied when the default was recorded, the timing was in line with the guidance in the 'Principles for the Reporting of Arrears, Arrangements and Defaults at Credit Reference Agencies' from the Information Commissioner's Office (ICO). This states in relation to recording defaults:

*"As a general guide, this may occur when you are 3 months in arrears, and normally by the time you are 6 months in arrears."*

I'm not sure what Mr F is referring to when he mentioned a *"14 day cooling period"*. I'm also uncertain of what he refers to when he said he should've had a 'grace period' of 24 days. But I can see Vanquis gave him four weeks in the default notice to bring the account up to date before it was defaulted. It isn't in dispute the conditions of the notice weren't met. So, I don't think it acted unreasonably here.

I want to reassure Mr F that I've carefully considered everything else he's said in relation to the complaint. But I do not think it should be upheld.

**My final decision**

My final decision is that this complaint should not be upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 14 January 2026.

John Bower  
**Ombudsman**