

## **The complaint**

Mr G is unhappy that Vanquis Bank Limited restricted his account and with the service he received surrounding that.

## **What happened**

On 3 December 2024, at around 3 am, Mr G attempted a purchase using his Vanquis credit account which was flagged by Vanquis' automated fraud prevention systems as potentially suspicious, and which led to the restricting of Mr G's Vanquis account. Mr G then received a text message from Vanquis confirming that his account was restricted and that Vanquis needed to speak with Mr G. However, Vanquis' call centre wasn't open at that time, so Mr G wasn't able to immediately resolve the issue.

Mr G did call Vanquis later that same day, at approximately 4:30 pm, at which time he confirmed the legitimacy of the account activity such that Vanquis removed the restrictions from his account. However, Mr G wasn't happy that Vanquis had restricted his account and hadn't been available for him to speak with when the restrictions were put in place. Mr G also wasn't happy that he hadn't been able to buy airline flights he'd wanted to buy using his Vanquis account, because it had been restricted, and which he had later had to buy at a higher price. So, he raised a complaint.

Vanquis responded to Mr G but didn't feel that they'd done anything wrong by following the account security processes that they had. Mr G didn't agree, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel Vanquis had acted unfairly towards Mr G and didn't uphold the complaint. Mr G remained dissatisfied, so the matter was escalated to an ombudsman for a final 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 appreciate that it can be frustrating and inconvenient when instructed payments are flagged for further checks by banks such as Vanquis. However, I'm also mindful of the regulatory and moral obligations binding on all financial institutions to have systems in place to protect their customer's money.

Automated fraud prevention systems, such as the one employed by Vanquis, are used by financial institutions to meet those obligations. These systems flag activity or instructions that may be of concern and prevent further usage of an account where it's felt that there is a possibility that fraud or a scam may potentially be occurring.

While this can be inconvenient for account holders, it's incumbent on banks to employ these systems with a degree of vigilance – to err on the side of caution, as it were – which unfortunately means that there will be instances where legitimately authorised transfers are

flagged erroneously by the fraud prevention systems.

This can be frustrating for the customer involved. But it doesn't necessarily follow that because some frustration and inconvenience have been experienced that an unfair act has taken place. Instead, it can be the case that an unfortunately necessary amount of frustration and inconvenience may be required for a bank such as Vanquis to meet its account security obligations. And I feel that this is what happened in this instance.

Mr G is unhappy that, while Vanquis restricted his account until they could speak with him, they weren't available to speak with him at 3 am, when the restrictions were initially applied. However, this was because Vanquis don't operate a 24-hour customer service line. That Vanquis don't do so is a commercial decision that they are entitled to make, and there's no obligation for a bank to have a 24-hour service centre available.

As such, while I acknowledge that Mr G would have liked to have spoken with Vanquis immediately at 3 am, but couldn't, I feel that this is an unfortunate consequence of the restrictions being placed in the early hours of the morning rather than during Vanquis' working hours and wasn't unfair.

It also must be noted that Vanquis' customer service line opened at 8:30 am that day, meaning that if Mr G urgently needed to use his Vanquis card, he could call Vanquis at that time. But Mr G didn't call Vanquis until 4:30 pm that day. And while I appreciate that Mr G may have had arrangements that would have made calling Vanquis in the morning difficult, I feel that if the matter was as urgent and as pressing as Mr G has described, he could reasonably have found a way to have contacted Vanquis earlier than he did.

After Mr G spoke with Vanquis, the restrictions on his account were lifted and Mr G made purchases soon afterwards. Mr G has said that the restrictions on his account meant that he couldn't buy an airline ticket he wanted to buy on 3 December, and when he could buy the ticket, it had increased in price.

Mr G has sent details of the ticket he did buy, which show that Mr G made that purchase on 15 December. But this is nearly two weeks after Vanquis removed the restrictions on Mr G's account. And if Mr G had wanted to buy those tickets, I feel that he could have contacted Vanquis early in the morning of 3 December, removed the restrictions from his account, then purchased the tickets then – potentially only a few hours from when Mr G may have bought the tickets.

Mr G has also confirmed that he didn't have his wallet, with alternative debit or credit cards, on him at that time. Again, that's unfortunate, but it isn't Vanquis' faulty. Accordingly, I don't feel that Vanquis should fairly or reasonably be instructed to pay any contribution to the higher ticket price that Mr G paid.

Mr G has also said that he completed biometric authorisation when attempting the transaction that led to his account being restricted and feels that it was unfair for Vanquis to consider a transaction that he had biometrically authorised as being suspicious. Vanquis maintain a record of such authorisations but have no record of one at the time of the transaction in question. I don't doubt that Mr G authorised the payment as he says he did. But I also don't doubt that Vanquis didn't receive information or confirmation of that authorisation. And I wouldn't hold Vanquis accountable for not taking into consideration payment authorisation information that they didn't receive.

Finally, Mr G has asked me to consider whether Vanquis' approach amounts to an unfair relationship under section 140A of the Consumer Credit Act 1974. But it must be noted that this service is not a regulatory body or a Court of Law and doesn't operate as such. This

means that I have neither the remit nor the authority to say that Vanquis haven't acted in accordance with law or regulation. What I can decide is whether I feel Vanquis have acted unfairly or not. And in this instance, for the reasons explained above, I don't feel that Vanquis have acted unfairly towards Mr G.

All of which means that I won't be upholding this complaint or instructing Vanquis to take any further or alternative action. This isn't to say that Mr G hasn't been frustrated and inconvenienced by what's happened – it's clear that he has. But it is to say that I feel that any frustration and inconvenience that Mr G has experienced has been the consequence of reasonable acts by Vanquis, such as the restricting of Mr G's account, along with several unfortunate occurrences.

These include that Mr G couldn't call Vanquis when the restrictions were first applied, didn't call Vanquis until late in the afternoon to remove the account restrictions, and didn't have access to his wallet and to his alternative payment methods. I hope that Mr G will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 17 February 2026.

Paul Cooper  
**Ombudsman**