

## **The complaint**

Mr H has complained Vanquis Bank Limited is holding him liable for a debt on a credit card account he never took out.

## **What happened**

A credit card account with Vanquis was opened on 11 February 2025 in Mr H's name. In May 2025 Mr H contacted Vanquis as he'd learnt there was a credit card in his name and he was being asked to repay a debt. He confirmed this wasn't his.

Vanquis reviewed Mr H's fraud claim but felt overall they had evidence that the email address used to open this account did belong to Mr H.

As Vanquis wouldn't remove this debt, Mr H brought his complaint to the ombudsman service.

This credit card account had been opened using a credit score app, using the same email Vanquis believed was Mr H's but using a mobile number which didn't belong to him.

Initially our investigator didn't believe Vanquis had enough evidence to show Mr H had opened this account. She asked them to stop asking Mr H to repay the outstanding debt, remove this card from his credit record and pay him £150 for the trouble caused.

After receiving a copy of the call from May 2025 between Mr H and Vanquis, our investigator revised her view. She believed this call showed Mr H admit the email address used to apply for the credit card belonged to him. She wasn't going to ask Vanquis to do anything further.

Mr H disputed this outcome. He believed that he'd been confused when asked to confirm this email address, as it was pretty similar to his. He also confirmed that a fraudulent application had been made around this time to open a bank account in his name. He's asked an ombudsman to consider his 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.

Having done so, I've reached a different conclusion to our investigator's final view but not one that I believe merits a provisional decision, as this reflects a view that both parties have already considered.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the relevant time.

Existing consumer credit legislation requires a credit provider to show that a credit account was properly opened.

In this complaint, Vanquis has shown what evidence they had in support of the credit application in Mr H's name. There is no mobile phone number match with Mr H's. But there is evidence that suggests Mr H admitted to the email address used, which only differed from his own email address by the addition of *01*.

The call made to Vanquis on 6 May was made by Mr H. He doesn't dispute this. The call is also clear in confirming that Mr H admits the email address provided by Vanquis is his. However, I am inclined to believe Mr H when he says he thought the email address provided was his and he didn't note the small difference of the two additional digits.

This was a stressful time for him as he'd just discovered he was being asked to repay a debt that wasn't his. I've also noted:

- Evidence from another financial services provider which shows a fraudulent application was made to open a bank account in Mr H's name. This seems quite a coincidence.
- Mr H has explained he has a shared postal box which could be compromised by a third party who had discovered sufficient information about Mr H to misuse for fraudulent applications.
- Mr H has told us that his credit record shows a very large number of credit searches being undertaken around this time.
- At the time Mr H supposedly made the application for a credit card with Vanquis, he already held another credit card with a large credit limit available to him. Whilst it wouldn't be reason alone to say that this makes it unlikely Mr H would have wanted to open another credit card, along with other evidence I think this does indicate that.

I'm satisfied that Mr H didn't apply for this credit card and therefore Vanquis can't hold him liable for the outstanding debt.

### **Putting things right**

I will be instructing Vanquis to stop asking Mr H to repay this debt and remove this credit card from Mr H's credit record.

I am also asking Vanquis to pay £150 to Mr H for the trouble caused and the impact on his credit record.

### **My final decision**

For the reasons given, my final decision is to instruct Vanquis Bank Limited to:

- Stop asking Mr H to repay the debt associated with this credit card that Mr H didn't take out;
- Remove the credit card taken out in February 2025 from Mr H's credit record; and
- Pay Mr H £150 for the trouble caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or

reject my decision before 12 February 2026.

Sandra Quinn  
**Ombudsman**