

The complaint

Mr J complains that Vanquis Bank Limited unfairly reported a missed payment to his credit file relating to his credit card account.

What happened

In December 2024 Vanquis says it was unable to collect Mr J's contractual monthly payment by means of a continuous payment authority (CPA). Vanquis says it notified Mr J to make alternative arrangements for this payment.

Mr J says he received notification of the unsuccessful transaction and attempted to make payment via other means but was unsuccessful. In mid January 2025 Mr J spoke with Vanquis and made a payment which in part cleared the arrears on the account from the missed contractual payment in December 2024.

Vanquis reported Mr J's December 2024 payment as missed with credit reference agencies (CRAs). Mr J complained to Vanquis, setting out that he was unable to manually make a payment for December 2024 due to a number of issues outside of his control.

Vanquis didn't uphold Mr J's complaint; unhappy with its response he referred his complaint to our service for review. Since referring his complaint, it appears Mr J didn't make his contractual monthly payments in February, March and April 2025. Subsequently Vanquis went on to default the account and report this status to CRAs.

One of our investigators reviewed the complaint and didn't uphold it. He concluded Vanquis had reasonably made Mr J aware that the December 2024 contractual payment hadn't been collected successfully; and as such Mr J was in an informed position that he needed to manually make this payment via alternative means. He therefore concluded Vanquis hadn't acted unreasonably by reporting the December 2024 payment as missed to CRAs.

Our investigator also considered the ongoing activity and Vanquis' decision to default the account in May 2025. On review of the details he concluded Vanquis hadn't acted unreasonably by taking this action, given the account was in three months of active arrears.

Vanquis didn't respond to our investigator's view; Mr J responded and disagreed. He provided a detailed response which I've summarised as:

- He didn't receive prior warning that the CPA was cancelled and that he'd need to manually make his December 2024 contractual payment.
- He was locked out of his Vanquis mobile phone app and had problems contacting Vanquis by phone call and text, all of which impacted his ability to make the payment.
- He considered alternative methods of making the payment to be impractical and insecure.
- Following a call in January 2025 he believed a 'freeze' was applied to the account; and therefore, that he didn't need to make future contractual payments. Mr J says Vanquis therefore acted unreasonably by defaulting the account in May 2025.
- Vanquis didn't make reasonable adjustments for his vulnerability, nor has it acted

- reasonably under the Consumer Duty.
- Vanquis' actions have adversely and unreasonably impacted his credit file, his ability to obtain credit, and has caused distress and inconvenience.

Mr J also set out a list of evidence he considers is required from Vanquis in order for our service to fairly consider his complaint.

Mr J asked for an ombudsman's review, 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.

The information in this case is well known to Mr J and Vanquis, so I don't intend to repeat it in detail here. I'd like to assure both parties I've carefully reviewed everything available to me, including Mr J's detailed submissions in support of his complaint, both pre and post our investigator's view. I've also taken into account relevant law, rules and regulations, and good industry practice at the time, as I'm required to do in each and every complaint I decide. However, I've focused my decision on what I consider to be the key points; so, I haven't specifically covered all the points or touched on all the information that's been provided. I don't mean to be discourteous to Mr J or Vanquis by taking this approach, but this simply reflects the informal nature of our service.

I think it would be helpful for me to set out from the start that I acknowledge Mr J has provided a list of evidence he considers is required from Vanquis in order for our service to fairly decide his complaint. However, under the Dispute Resolution: Complaints (DISP) rules found within the Financial Conduct Authority (FCA) Handbook – details of which can be found online – rule 3.5.8R provides for the Ombudsman to give direction as to the issues on which evidence is required.

I've therefore proceeded to determine this complaint based on the information and evidence I consider is required in order for me to reach a fair and reasonable decision. I've set out my findings below under separate headings for ease.

The December 2024 contractual payment being missed and reported to CRAs

Vanquis attempted to collect Mr J's contractual payment for December 2024 twice, on the day it was due on 16 December and the following working day on 17 December. In both instances the CPA was unsuccessful, and after the second attempt the CPA authority was automatically cancelled, in line with Vanquis' policy, details of which I've seen.

The evidence I've seen doesn't suggest the declined CPA collections were as a result of Vanquis' actions. It's clear the CPA was active given Vanquis attempted to collect the payment on two separate occasions. Mr J says he wasn't provided with prior knowledge of this issue; however, it follows that the very nature of the collection attempts being unsuccessful doesn't allow for prior notification. I consider Vanquis made Mr J aware of the unsuccessful payment once it was reasonably able to do so.

I'm therefore satisfied Mr J's payment for December 2024 wasn't made in line with his contractual obligations.

I've gone on to consider whether it was reasonable for Vanquis to report this payment as missed to CRAs. Having done so, I consider it was reasonable, and I've set out my findings for this below.

Mr J was reasonably made aware that his contractual payment for December 2024 hadn't been successful, and that he needed to make a manual payment.

I acknowledge that there appears to be some issues with communication on both sides:

- Mr J didn't fully trust text messages he received from Vanquis, which I don't consider to be wholly unreasonable, especially as he was being asked to disclose sensitive information in some instances.
- His Vanquis mobile banking app was locked, which prevented him from making payment by this means.
- There appears to have been connectivity issues when making and receiving phone calls. Vanquis has said it can't be sure there wasn't problems with its phone line service on 30 December 2024 when Mr J was trying to engage with it – but I've seen it did attempt to call Mr J on a number of occasions and its notes show his phone went to voicemail.
- Vanquis' communication by text was delayed in its responses – Vanquis has confirmed its text service isn't provided on an instant response basis.
- It appears Mr J attempted to manually make the payment on 30 December 2024 by using a link contained within a text message; however, he received no response and became aware through further communication with Vanquis that this had been unsuccessful.
- There were periods of no communication from Mr J between attempts to make the missed payment.

Taking the above into account, I'm not persuaded these issues wholly prevented Mr J from making a payment to his Vanquis card earlier than when he did in mid January 2025.

While the contact notes show engagement attempts in the days following the unsuccessful collection of payment, it wasn't until 30 December 2024 that Mr J spoke with Vanquis to discuss the issue. I acknowledge Mr J has said a number of calls on 30 December 2024 were unsuccessful, but Vanquis's notes show two calls lasting around four minutes where discussions with a representative took place.

Following the call dropping the Vanquis representative attempted to call Mr J back but the notes state the call went to voicemail suggesting, I consider, on balance an issue on Mr J's side rather than Vanquis'. It appears it was a further number of days before Mr J attempted contact with Vanquis again, and after unsuccessful text message exchanges Vanquis called Mr J in mid January 2025, around his January contractual payment date.

I acknowledge Mr J says he became aware that his Vanquis mobile banking app was locked from 11 December 2024, and that he had problems communicating with Vanquis via phone call and text message. However, it's not clear whether Mr J contacted his bank account provider to understand why the CPA had been unsuccessful; or to make a manual payment from his bank account to his Vanquis card for that matter, which I consider would have been a reasonable step for him to have taken in the circumstances.

I've reviewed Vanquis' website, specifically its 'frequently asked questions' section. Within this section is information about how to make a bank transfer payment to a Vanquis credit card, including the account and reference details needed. So, irrespective of Mr J not being able to access his Vanquis mobile banking app, or make a payment via a phone call or text message; I consider the necessary information for Mr J to make a manual payment was reasonably available to him.

In any event, as I've found above, Mr J's monthly payment for December 2024 wasn't made in line with his contractual obligations, and I've seen nothing to persuade me that this was because of an error on Vanquis' part. Therefore, I don't consider Vanquis acted unreasonably by reporting a missed payment for December 2024 to CRAs.

The credit agreement being defaulted and reported to CRAs

Since referring his complaint to our service it appears Mr J didn't make his contractual payments to Vanquis in February, March and April 2025. As a result the account went into three months of consecutive arrears, and Vanquis defaulted the credit card and reported this status to CRAs in May 2025.

Mr S has said following a phone call with Vanquis in January 2025 he reasonably believed that his account was marked as in dispute, and that there was a 'freeze' in place, meaning he didn't need to make future contractual payments.

I've listened to the call Mr J had with Vanquis in January 2025 which lasted around an hour. This is the only call Vanquis says it has a record of relating to the time of the concerns Mr J complains of, and its contact notes support this.

Within the call the issues Mr J says he has experienced trying to contact Vanquis are discussed, and a complaint about this is recorded. The representative goes through details about Mr J making a payment to clear the arrears, and says that his credit file may be adversely impacted if the arrears aren't cleared, and further charges may be incurred. Mr J confirms he'll make the payment and says *'I guess I have to pay off all that stuff to make sure I don't get more charges'* and *'I don't want to but I feel like I can't not pay them off...'*

While I don't doubt Mr J's testimony that he considered the account was in dispute because he was challenging a late payment marker on his credit file; I'm not persuaded the details provided within the call suggested that Vanquis had agreed to freeze future contractual monthly payments. I consider Mr J's statements within the call suggest he was reasonably aware that arrears on the account would incur charges and adversely impact his credit file. As such, I consider he was reasonably in an informed position that further missed contractual payments would likely incur charges and would adversely impact his credit file.

Mr J has provided our service with a Notice of Default letter sent by Vanquis in April 2025, setting out the level of arrears and that full repayment of the account was required by mid May 2025 to prevent it defaulting.

As Mr J didn't make the required payment, I don't consider Vanquis' actions in defaulting the account once it was in three months of active and consecutive arrears to have been unreasonable.

Did Vanquis act unfairly or unreasonably in any other way?

As I've set out above, I've considered multiple instruments and the obligations on Vanquis when deciding this complaint, including but not limited to, dealing with him fairly and reasonably, and under the Consumer Duty.

I accept the situation Mr J found himself in will likely have been frustrating and inconvenient, given he had attempted to contact Vanquis via phone call and text message on multiple occasions to manually make the missed payment for December 2024. I don't doubt Mr J's testimony that the issues he experienced caused distress and inconvenience, especially given what he's told us about his neurodivergence, and that he'd told Vanquis he was suffering with health concerns during the phone call I've listened to, which I'm sorry to hear.

However, Vanquis has confirmed that Mr J hadn't previously made it aware of any vulnerabilities or health conditions which would have led to it considering reasonable adjustments in the way it engaged and communicated with him. And while he mentioned dealing with some health concerns during the call in January 2025, further details weren't provided and this wasn't explored further by the representative, which I don't consider unreasonable, given the context of the disclosure.

The overarching principle of the Consumer Duty is for firms to act to deliver good outcomes for retail customers. But that doesn't mean a business shouldn't act within its processes and policies, and take appropriate action where reasonable, which I consider it did here.

I've set out above why I don't consider it was Vanquis' actions which caused the unsuccessful CPA collection, or wholly prevented Mr J from manually making the missed December 2024 and future contractual payments to the account. Ultimately it was Mr J's responsibility, in line with his credit agreement, to make his contractual monthly payments. And I've not seen anything which leads me to conclude Vanquis has acted unreasonably in its handling and management of Mr J's account, and how it has reported it to CRAs.

Mr J has also complained about Vanquis' handling of his complaint. Vanquis recorded the complaint during the call in January 2025, and provided him with its final response at the end of January 2025. I've not been provided with any evidence to suggest Vanquis didn't deal with Mr J's complaint reasonably.

I am sorry to disappoint Mr J, but for the reasons I've set out above I don't consider Vanquis' actions to have been unreasonable; so, it therefore follows I'm not directing it to take any further action in resolution of this complaint.

My final decision

My final decision is that I don't uphold Mr J's complaint about Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 4 February 2026.

Richard Turner
Ombudsman