

The complaint

Mr K has complained Vanquis Bank Limited has placed a default on his credit record for a credit card he never took out.

What happened

A credit card account with Vanquis was opened on 28 March 2023. At this time Mr K wasn't in the country and didn't return the UK to a few months later. He didn't discover the outstanding debt related to this account until 2025 when he paid this off.

In February 2025 Vanquis sent out a default notice to Mr K at his brother's address as Mr K stayed there when he was in the UK. A default was then applied to Mr K's credit record on 18 March 2025. The outstanding amount of £1,116.16 was repaid on 28 March 2025, Vanquis has confirmed they marked Mr K's credit record to show the debt was satisfied.

As Vanquis wouldn't remove the default, Mr K brought his complaint to the ombudsman service. He also confirmed he'd never taken out this account in the first place and could show he wasn't in the UK at the time.

After many months of waiting for evidence from Vanquis, and despite them being formally prompted more than once, our investigator told them she was upholding Mr K's complaint in the absence of any evidence being produced by Vanquis. She asked them to remove the default in Mr K's name.

No further response was received from Vanquis. This complaint was referred to an ombudsman.

In the interim Vanquis has shared their evidence with our service which they believe shows Mr K took out this credit card.

I completed a provisional decision on 22 January 2026 as I felt that Vanquis had produced enough evidence to show it was most likely Mr K had been aware of this card even if he'd not made the initial application.

Mr K responded to confirm he understood the logic of my provisional decision but wished to see the evidence Vanquis had presented. There was no response from Vanquis.

I now have all I need to complete my 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.

Having done so, I've reached the same conclusion as I did in my provisional decision. I'll explain why.

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.

Vanquis provided information on the initial application, a copy of the payment transactions for this account and evidence which suggests Mr K had access to the Vanquis mobile banking app.

There's no dispute that when the account was opened online in March 2023 the mobile number and email address belonging to the account don't appear to be Mr K's. The mobile app is registered to Mr K's mobile number (which is the one we have on record too) on 3 April 2023. This also marks the period when spending first takes place on this card.

I can see Mr K's passport stamps which he's provided. I can't be sure that these are all the stamps showing Mr K's entry into the UK. However, these do confirm that Mr K enters the UK on 2 May 2023 which matches what he's told us and that he'd not used the credit card.

Throughout the history of this credit card, which I'm able to see from the payment transactions, regular payments are made to pay off the debt. It is only in late 2024 that arrears start to occur.

Vanquis write to Mr K, at the registered address they hold (which appears to be his brother's) on 24 October 2024, 22 November 2024 and 24 December 2024. A final letter was sent on 24 January 2025 alerting Mr K to a default appearing on his record if payments were not made.

According to the passport stamps I've seen Mr K enters into another country on 1 October 2024 which would confirm what he's told us that he was out of the country and didn't receive these letters confirming the state of the credit card account. However, it does seem that Mr K has access to the mobile banking app so I believe he would have been aware of the state of the account.

Having considered all the evidence, I think it is more likely that Mr K's brother may have applied for this card, and certainly some of the expenditure does take place – as do repayments – whilst Mr K is out of the country.

That doesn't mean that Mr K can't be held liable for this debt. I think it's most likely Mr K always knew about this account, and the spending. This suggests that Mr K may have allowed his brother to make this application, and to use the card as long as regular payments were made.

This only went all wrong when Mr K's brother didn't maintain all the payments required. I can see that Mr K settled the debt – despite saying he'd never taken out this account – which is not what we normally see in cases where a credit card has been taken out without that person's knowledge. Vanquis has marked this debt as settled on Mr K's credit record, but he still wants the default removed.

However, based on the evidence I have now seen, I think it is more than likely that Mr K always knew about this credit card. Therefore, it wouldn't be fair to ask Vanquis to remove

the default as this is a proper reflection of what happened.

I know Mr K is concerned about the long-term impact of this default which will remain on his record for six years. This alone shouldn't mean that other credit options won't be open to him.

Mr K wants to see the evidence Vanquis has presented to our service. I suggest he submits a data subject access request to them and he'll be able to see what information Vanquis holds on him.

My final decision

For the reasons given, my final decision is not to uphold Mr K's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 9 March 2026.

Sandra Quinn
Ombudsman