

## **complaint**

Ms B complains Vanquis Bank Limited ("Vanquis") defaulted her account without telling her and they've failed to send her a statement of her account.

## **background**

Ms B came to us as she was unhappy with the response from Vanquis to her complaint. Vanquis didn't uphold the complaint and said after agreeing to an instalment payment plan on 29 April 2015 for £58.15 a month Ms B made no payments in May and June 2015 so they wrote to her on 3 July 2015 stating she'd broken the agreement. They said they received no contact from Ms B so a Notice of Default was issued on 18 July 2015 and due to the missed payments, her account was then passed to a debt recovery agency on 5 August 2015. Vanquis said although Ms B had been making payments to her account online they weren't enough to satisfy the Notice of Default and no contact was made to set a further payment plan. Vanquis told Ms B they usually default an account once the account has defaulted for 210 days and here due to the arrears on the account, a default was applied on 28 September 2018. Although the Notice of Default was issued on 18 July 2015, the account didn't default until 28 September 2018 due to insufficient payments being made to your account. Vanquis said making insufficient payments can delay the amount of days the account has been in arrears and they were satisfied the default has been registered correctly.

Overall our investigator thought he couldn't say Vanquis hadn't acted fairly and reasonably in applying the default to Ms B's account and recording this on her credit file. He thought, as it appeared Ms B made no payments in May and June 2015 - and she couldn't send proof to the contrary - it would be expected for Vanquis to send a notice of default. And as the payments Ms B made weren't in line with what was expected Vanquis were right to apply the default when it did. He was satisfied Vanquis had passed Ms B's account to a debt recovery agent and they'd made a number of attempts to contact Ms B using the same contact number and address provided to this service.

Ms B told us the view was totally unacceptable. She thought Vanquis had cost her a job in the finance sector and she now had to work at a much reduced wage due to the default. She said the cost to her of this was approximately £8000 a year income, unless Vanquis removed the default as she asked. And more recently she sent us a copy of the payment history for the Vanquis account retrieved from her credit reference file. She said this demonstrated at the time Vanquis registered the default in September 2018 there were no missed payments and the balance was reducing every month. She said this had now been paid off but Vanquis hadn't updated it or removed the default. And she told us she was still waiting for a statement, not having had one since August 2018, despite making a request for one 6 weeks ago.

## **my findings**

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 come to the view that this isn't a complaint which I can properly uphold. I'll explain why.

I'm satisfied from the records Vanquis have sent me that after agreeing a payment plan in April 2015 for £58.15 a month payments weren't made in line with that - the next recorded payment on 3 July 2015 is of £10. The default notice was sent on 18 July 2015 and it wasn't

satisfied by the required date. I can see that although further payments were made to the account overall these were insufficient and below what were required under either the payment plan or contractually. I'm also satisfied Vanquis passed the account to a debt recovery agency using the same contact details for Ms B they held – which are also those currently in use by this service - and attempts to contact Ms B are recorded.

I've looked carefully at the recent information Ms B sent to us. Although the extract doesn't openly state it relates to this account I'm willing to accept it does as the outstanding balances each month match those on other records. But I'm afraid this information doesn't change my view. It shows the balance remains unchanged in May and June 2015, supporting Vanquis's position that no payments were made then, which triggered the default notice of 18 July 2015. Also although, as Ms B says, the balance can be seen to steadily reduce it's not by the agreed amount in the payment plan, or what was contractually due, or what was requested in the default notice by the set date. The default notice letter Vanquis stated a payment of £58.15 by 5 August 2015 was required and if Ms B didn't take the action required before that date then further action may be taken against her.

So overall, for the same reasons as the investigator I don't think Vanquis have done anything wrong here, so I won't be asking them to do anything further.

### **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 Ms B to accept or reject my decision before 5 September 2019.

Annabel O'Sullivan  
**ombudsman**