

complaint

Mr K complains that Vanquis Bank Limited (trading as Vanquis) unfairly put a default on his credit card. He wants it removed.

our initial conclusions

Our adjudicator didn't uphold the complaint. She didn't think Vanquis had done anything wrong. Mr K doesn't agree. He says his repayment option plan (ROP) should've covered his payments.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. There's no dispute that Vanquis put a default on Mr K's credit file. It says his account had been in arrears for some months. And Mr K hadn't replied to letters it sent. Mr K says he didn't get these. He says called the bank in March 2013 to ask for a ROP to be activated. And at the same time says he updated his contact details.

I've the bank's customer notes. There's no record of Mr K calling about his ROP. Or updating his contact details. Vanquis has told us Mr K would've had to complete a form to activate his ROP. The notes confirm Vanquis tried to contact Mr K several times in 2013 about his arrears. I've seen a copy of the default notice Vanquis sent in July 2013. Vanquis says its records only show Mr K made one phone call to the bank. That was in March 2013. I've listened to that call. In it Mr K confirms his postcode. The default notice Vanquis sent Mr K in July 2013 went to that address. From the customer notes I can see that in May 2013 a third party called to say Mr K no longer lived there. But the third party wasn't able to give a forwarding address. And Vanquis wasn't able to contact Mr K by phone. As Vanquis didn't have another address I don't think it was unreasonable it sent the default notice to the only address it had for Mr K. I don't think the bank is at fault here.

From what I've seen I think Vanquis made reasonable efforts to contact Mr K. Mr K hasn't been able to give us any evidence he contacted the bank to activate his ROP. Or updated his contact details. I haven't seen anything to show that the default wasn't applied correctly. So I don't think I can reasonably ask Vanquis to remove it. **My final decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K either to accept or reject my decision before 4 August **2016**.

Bridget Makins

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.