

## **complaint**

Mr W complains that Vanquis Bank Limited should refund his disputed transactions and remove the default from his credit file.

## **Background**

Mr W complained about disputed transactions to a gambling website. He said that these transactions took him over his credit limit and that despite raising a complaint with Vanquis, it had still recorded a default

Vanquis looked into Mr W's complaint but told him that it had not done anything wrong. It said that it had never received the fraud declaration forms from Mr W (despite sending them to him three times) and in any event, it was satisfied that the transactions were not fraudulent as the information provided to it by the merchant suggested that Mr W's genuine details had been used.

With regards the default markers, Vanquis said that Mr W's account was over its limit *before* these transactions. It (Vanquis) had arranged a repayment plan with Mr W in order to settle his account but no payment was ever received from him.

So, Vanquis thought that it was reasonable for it to pass the debt on to a third party and to record a default on Mr S's credit file.

When Mr W bought his complaint to this service, our adjudicator looked into matters further for him. She told Mr W that she wouldn't be asking Vanquis to do anything as she could not see that it had acted unfairly or unreasonably.

Mr W asked for an ombudsman's decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

### *disputed transactions*

I can see that there is some disagreement as to whether Mr W had sent his declaration forms to Vanquis or whether Vanquis received them. I do not think that clarification on this point would assist me in arriving at my decision.

Mr W's details were used on the transactions and I can see that he had previously used this particular website.

It would be unusual for a fraudster to attempt to use Mr W's account in this way as any winnings made, would have been put straight back onto the card registered on the account – the one in Mr W's name.

So, I am satisfied that the transactions were either made by Mr W or by someone who he had given his details to.

### *default notice*

Looking at Mr W's account, I can see that he was over his limit prior to the disputed transactions. But I can also see that these transactions subsequently doubled his balance.

Vanquis reminded him in his statements that payments were overdue and that he should continue to make repayments during its investigations. A repayment plan was set up for him some months later.

Unfortunately, Mr W failed to meet these payments without an explanation so default notice letters were sent to him on two separate occasions. These letters explained what Mr W had to do in order to prevent any further action being taken - but I cannot see that he acted upon either letter.

With prior notice, Vanquis passed Mr W's debt on to a third party.

So, I think that the default notice was added correctly – Vanquis has a duty to record accurate details on a person's credit file and it has fulfilled this duty here.

### **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 Mr W to accept or reject my decision before 13 May 2016.

Shazia Ahmed  
**ombudsman**