

complaint

Mr H complains that Vanquis Bank Limited defaulted his credit card account, and that it failed to supply him with appropriate information to enable him to understand why this action was taken. He seeks the removal of this default from his credit file.

background

Mr H's credit card exceeded its limit of £2,000 in December 2008. Vanquis said that it issued a default notice, which Mr H says he did not receive. Vanquis subsequently defaulted the account, and sold it in 2010 to a debt collection agency, who wrote to Mr H in 2012 asking for the outstanding balance (over £3,000) to be repaid.

Mr H complained to Vanquis, who confirmed that his account had been passed to a debt collection agency and declined to remove the default it had placed on his credit file.

our adjudicator's view

Our adjudicator thought that the complaint should be upheld, and that Vanquis should be required to remove the default. He felt that Vanquis had provided insufficient evidence to show that a default letter had been sent to Mr H.

Vanquis disagreed, saying that it had supplied templates of letters sent and account information notes showing when they were posted. It acknowledged that it had been unable also to supply screenshots, but said this was because of the length of time that had passed since these events occurred. Vanquis also pointed out that the default fairly reflects the fact that Mr H had broken his credit agreement with it. As a responsible lender, it said that it was obliged to report a true record of Mr H's payment history.

my provisional decision

I considered all the available evidence and arguments, in order to decide what is fair and reasonable in the circumstances of this complaint. Where evidence was incomplete, inconsistent or contradictory (as some of it is here), I reached my decision on the balance of probabilities – in other words, what I considered most likely to have happened in light of the available evidence and the wider circumstances.

The evidence presented did suggest that there were some issues with record keeping by Vanquis in relation to Mr H's account. However, on balance, I found that Vanquis sent the default notice. Again on balance, I found the evidence presented suggested that Mr H's response to his situation in December 2008 would have been the same, whether or not he had received the notice.

I also considered that the default was a fair and accurate record of the conduct of this account. In these circumstances, I did not consider it to be reasonable to require Vanquis to remove it. My provisional decision, therefore, was that I did not uphold this complaint.

Vanquis did not respond to my provisional decision, but Mr H rejected it saying:

- Vanquis cannot produce a copy of the default letter, because no letter was sent.
- If he had received such a letter, he would have tried to work out some form of reasonable repayment plan with Vanquis, as he would not have wanted his name to be blacklisted.

my findings

I have re-considered all the available evidence and arguments, including responses to my provisional decision, to decide what is fair and reasonable in the circumstances of this complaint.

Vanquis has previously said (and provided supporting evidence to show) that, as well as the default notice, it had made other (unsuccessful) attempts to contact Mr H before defaulting his account. Evidence from Vanquis also included statements of Mr H's account, which showed:

- A balance of a little over £2,100 in November 2008;
- Subsequent payments (£350) and transactions (just under £250), leading to a balance of just over £2,000 (credit limit £2,000) on 11 December 2008;
- No further payments but further transactions, leading to a balance of over £2,700 in mid January 2009; and
- No further payments or transactions (the account was passed to a debt collection agency and a default registered on Mr H's credit file).

Although I accept Mr H may not have received the default notice, I still consider, on balance, that it was sent by Vanquis to him. In addition, I believe that Vanquis made other attempts to contact Mr H, and that it did not act unreasonably when it defaulted his account. I also still consider, on balance, that Mr H's response to his situation in December 2008 would have been the same, whether or not he had received the notice.

my final decision

For the reasons explained above, my final decision is that I do not uphold this complaint.

Roy Mawford
ombudsman