

The complaint

Mrs D complains about charges applied to her Vanquis Bank Limited credit card account. She said she was overcharged for late payments and overlimit fees on the card. She wanted Vanquis to refund these charges.

What happened

Mrs D opened a credit card account with Vanquis in 2013. More recently, she began having difficulties with the card. The last payment was made in July 2017. Following this, the account was defaulted and passed to collection agents. Mrs D told us she was experiencing very difficult personal circumstances around this time.

Mrs D has now entered into a debt relief order. But she wanted Vanquis to refund the charges for late payments and going over her credit limit which Vanquis applied before the card account was closed.

Vanquis said it had applied charges in line with the account terms and conditions, and it thought the amount of those charges was fair. It said it wouldn't refund these charges.

Our investigator didn't uphold this complaint. She said she couldn't tell Vanquis to refund amounts that it had charged in line with the terms of the account, and she thought that Vanquis had responded appropriately to the difficulties Mrs D was having with the card.

Mrs D didn't agree. She said her mobile number had changed. She wanted someone else to look at the case, so it was passed to me for a 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.

Vanquis has sent us the terms and conditions for Mrs D's account, and a list of the charges it applied. It looks to me as if Vanquis applied charges in line with the terms of the account. I don't think that Vanquis made a mistake when it applied these charges.

Vanquis charged £12 for a late payment and £12 for going over the card's credit limit. It's explained to Mrs D that it has considered the costs to it of these problems, and it says that's more than the £12 she was charged each time. I don't think that the amount that was charged was too high or unfair.

Mrs D told us about extremely difficult personal circumstances that she's experienced. I'm very sorry to hear that. I'm not clear that Vanquis was aware of this, but, like our investigator, I would still expect Vanquis to respond to the difficulties Mrs D was having with her card. And I can see that Vanquis was trying to get in touch with her when she was having problems. Most of these attempts don't appear to have been successful.

Mrs D said that her mobile number changed. It seems as if she thinks that this might be why Vanquis didn't manage to get in touch with her. I can see the mobile number Vanquis was using changed at one point, but I don't know if this is the change Mrs D refers to. But I can see that Vanquis also attempted to call Mrs D on a landline number, which seems to be the same as the number she gave our service, so I think that is likely to be up to date. And Vanquis wrote to Mrs D a number of times about the problems on her card. So I don't think that the mobile phone number Vanquis was using affects the outcome of this complaint.

I know Mrs D will be disappointed, but I don't think this complaint should be upheld.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 13 May 2020.

Esther Absalom-Gough
Ombudsman