

## **complaint**

Mr L complains about the amount of times Vanquis Bank Limited contacted him to discuss the repayment of his balance. He is also unhappy that interest and charges have been added to his account.

## **background**

Mr L had a credit card account with Vanquis. In April 2014 he entered into a repayment plan with it for a four month period. After this, Vanquis contacted Mr L as he was not meeting the minimum payment due on his account. A further repayment plan was agreed in June 2015, and interest and charges on the account were frozen.

Mr L says that Vanquis has harassed him in the number of calls it made to him to discuss his account. He is also unhappy that interest and charges were applied to his account when a repayment plan was in place. Mr L brought a complaint to us to consider.

The adjudicator did not recommend that the complaint should be upheld. He noted that Vanquis had called Mr L 35 times from September 2014 to March 2015. The adjudicator did not consider that this was excessive when Mr L was not making the minimum payment due.

The adjudicator considered that Vanquis did not have to stop applying interest and charges during a repayment plan. It has however stopped adding these since June 2015.

Finally the adjudicator considered that Vanquis was entitled to send Mr L marketing material in the post for a new card.

Mr L is not happy to accept the adjudicator's recommendations. He would like his complaint to be considered by an ombudsman.

## **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 have come to the same conclusions as the adjudicator for much the same reasons.

I do not find that the 35 calls Vanquis made to Mr L in the period September 2014 to March 2015 was excessive. Mr L was not making his minimum payments. In the circumstances, it was reasonable for Vanquis to contact him to discuss this. I am aware that calls were also being made to his home number to discuss his wife's balance. This meant that a large number of calls were received. Despite this, I find that the number of calls made to Mr L to discuss his balance was not unreasonable. Vanquis would have to have spoken separately to Mr and Mrs L to discuss each of their balances.

As the adjudicator has explained, Vanquis was still entitled to add interest and charges to Mr L's account when he had entered into a repayment plan. This is provided for in the account terms and conditions. As such, I am unable to find that Vanquis acted unfairly in charging these sums when Mr L was not making the repayment that was due. I note that Vanquis agreed to freeze charges and interest in June 2015. I consider this is fair.

Like the adjudicator, I do not find that Vanquis acted unreasonably in sending marketing material to Mr L's home.

I appreciate that Mr L will be disappointed by my decision. On the evidence before me however, I do not find that Vanquis has acted unfairly towards Mr L.

## **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 November 2015.

Rosemary Lloyd  
**ombudsman**