

complaint

Mr J complains that Vanquis Bank Limited has made excessive and unauthorised telephone calls in relation to a debt. He also says that Vanquis has failed to act in accordance with debt collection guidelines.

background

Mr J held an account with Prudential Personal Credit which was subsequently sold to Vanquis (Fresh Start).

Mr J is unhappy about the number and frequency of calls he has received from Fresh Start. He says he tried to block the calls and asked Fresh Start to contact him in writing only. Mr J says that despite this, he continued to receive calls, so he changed his telephone number. But Fresh Start discovered his new number and continued to call him.

Mr J wants Fresh Start to apologise, to transfer his account back to Prudential and to remove his details from its systems. He also wants compensation.

The investigator said that Fresh Start had made excessive calls in March and May 2017 and recommended that it paid compensation of £100 to Mr J. The investigator didn't agree that Fresh Start had breached debt recovery guidelines.

Mr J did not agree. He says that he refused permission for Fresh Start to use his personal data and that it breached this by telephoning him. Mr J also feels that he hasn't received certain information relating to the assignment of his debt.

Fresh Start didn't agree either. It disagrees that the number of calls it made to Mr J was unreasonable.

my findings

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

I've looked at the signed credit agreement between Mr J and Prudential. This says that Mr J's personal information can be shared for debt collection purposes. It also says that the account can be sold or transferred.

I can see that Mr J wrote to Prudential and asked it not to use his personal data. But he'd already signed the credit agreement agreeing that it could be shared. The account had been sold to Fresh Start by then, so I can't say that it did anything wrong in using Mr J's information.

I've looked at the available evidence of the calls which were made to Mr J. I can see that Fresh Start made lots of calls to Mr J. Fresh Start says that it didn't make more than one call per day and that in any event, none of the calls it made were answered.

I can't say whether Mr J was at home when the calls were made, although I can see that the calls were made during business hours. Mr J has told this service about the nature of his employment, which suggests he is at home for at least part of the day. So on balance, I think

Mr J would have been at home when the calls were made and I can understand that he might have found daily calls distressing even if he didn't answer the phone.

Mr J wrote to Fresh Start and asked it to communicate with him in writing only. I can see that the calls continued after Mr J had made this request, which I agree is a breach of the debt collection guidelines. On balance, and taking into account the number and frequency of calls, and the fact that the calls continued beyond Mr J's request that he was contacted in writing only, I'm satisfied that Fresh Start should pay compensation.

Mr J says that Fresh Start hasn't followed other debt collection guidelines; in particular that it hasn't informed him about the assignment of the debt. Fresh Start says that it sent letters to Mr J, but Mr J says that he hasn't received anything. The evidence shows that Fresh Start sent letters, and whilst it's possible that Mr J didn't receive these, I can't hold Fresh Start responsible for problems with the national mail delivery service.

The debt collections guidelines say that debtors should be treated fairly and that information should be clear. I've looked at the letters from Fresh Start and I can't say that these are confusing or misleading.

Taking all of the circumstances of this complaint into account, I agree that Mr J should receive compensation in relation to the telephone calls. But I'm unable to find that the debt collection guidelines or data protection regulations have been breached

I think that compensation of £100 is fair and reasonable.

my final decision

My final decision is that Vanquis Bank Limited should pay compensation of £100 to Mr J.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 November 2017.

Emma Davy
ombudsman