

## **complaint**

Mr S complains that Vanquis Bank Limited wouldn't accept a payment to his credit card balance from his spread betting account. He also complains that Vanquis then harassed him about missed credit card payments.

## **background**

Mr S says Vanquis charged him a missed payment fee, despite him making a payment using withdrawals from his spread betting account. He says it's unreasonable of Vanquis not to accept payments in that way. He also says Vanquis caused him stress and medical problems by trying to contact him about missed payments.

Mr S also complains that Vanquis complaints process should be online.

Vanquis says its terms and conditions of Mr S's credit card make it clear that all repayments must be made from a United Kingdom bank. It says gambling refunds or winnings are not classed as a payment. It also says, as a gesture of goodwill, it's refunded some late payment fees and amended Mr S's credit file.

Mr S complained to us but our investigator didn't uphold his complaint. She thought Vanquis had acted in line with the terms and conditions of the credit card.

Mr S doesn't accept that view and would like to be compensated for what's happened.

## **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've come to the same overall conclusion as the investigator. I realise Mr S will be disappointed by my view.

I've looked at the terms and conditions of Mr S's credit card, and I'm satisfied those terms set out that payments must be made from a UK bank. So I don't think Vanquis acted unfairly or made a mistake by applying late payment fees and refusing to accept gambling winnings as a payment. I also think Mr S agreed to those terms when he took out the credit card.

I appreciate Mr S may not have known about acceptable payment methods, even though it's set out in the terms and conditions. So I think Vanquis has acted fairly by agreeing to refund late payment fees and amending Mr S's credit file. I'm also satisfied it told Mr S how to make future payments in its letter to Mr S. I appreciate Mr S says he didn't receive any letters from Vanquis but I can't fairly hold it responsible for that.

I understand why Mr S wanted to resolve matters with Vanquis before continuing to make payments. But I think his actions have meant he's breached the terms and conditions of his agreement with Vanquis. In those circumstances I think Vanquis was entitled to try and contact Mr S to discuss the missed payments.

I think overall Vanquis has tried to assist Mr S and has acted fairly. I don't think it's for this service to tell Vanquis to change its repayment terms and conditions or how it deals with complaints. I think Vanquis was following procedures that most other credit card companies follow.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 June 2017.

David Singh  
**ombudsman**