

complaint

Mr J complains about interest he has been charged on an account he held with J D Williams & Company Limited trading as Jacamo. Mr J is also unhappy with the treatment he received from it when he was asked to repay the balance due.

background

Mr J opened a credit account with Jacamo in January 2015 to allow him to order goods from a catalogue.

In August 2015 Mr J complained to Jacamo about interest that had been added to his account. He said he had not been able to pay his balance due to health problems. A reduced payment arrangement was put in place in September 2015. Mr J is unhappy that interest was added to his account during this plan.

Jacamo asked Mr J for evidence of his health problems to allow it to review his account balance. Mr J did not provide this. Because of this, interest was charged when Mr J did not make the payments due on his account. Mr J was unhappy with this and brought a complaint to us to consider.

The adjudicator contacted Jacamo to discuss Mr J's complaint. It agreed to remove the interest applied to his account after Mr J asked for a reduced repayment arrangement. This leaves an outstanding balance of £946.48. Jacamo is also willing to place the account on an interest free payment arrangement for six months. Jacamo has said it will assess Mr J's ability to make repayments if he provides it with information on his income and expenditure.

The adjudicator considered this to be a reasonable offer and a positive attempt by Jacamo to assist Mr J with his current financial situation.

Mr J does not agree. He says, in summary, that Jacamo has been threatening to him. Mr J says he cannot afford to make the repayments due.

my findings

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

Jacamo had a duty to treat Mr J positively and sympathetically after he told it he was in financial difficulties. It agreed to a reduced payment arrangement but it continued to add interest. Jacamo's responsibility to treat Mr J positively and sympathetically does not mean that it was not allowed to add interest to his account. This was due under the terms of the account when Mr J did not make the payments due. I find that Jacamo acted sympathetically when Mr J told it he was in financial difficulties due to health problems.

Further I note that it agreed to the payment plan even though Mr J had not provided it with the information it had requested on his health problems.

Since our involvement, Jacamo has agreed to deduct the interest it charged Mr J after he first contacted it to discuss his health problems. It has also said it will not add any more

interest for a six month period. Jacamo will review the position when this ends. I consider that this is a fair and reasonable offer by it.

Mr J says he is unable to repay the sum he owes. I would encourage him to provide Jacamo with details of his income and expenditure. This will allow it to make a decision on any future repayment arrangement with Mr J. I note he is dealing with a charity that will help him put this information together to provide to Jacamo.

I note that Mr J says that Jacamo has acted in a threatening manner towards him. I have looked at the contact between them. I do not find that Jacamo has behaved in this way. Instead I consider that it contacted Mr J to repay money that he owed, and this was done in a reasonable way.

I note Mr J's strength of feeling about this matter, and I know he will be disappointed by my decision. However on the evidence before me, I am unable to find that Jacamo has acted unfairly or unreasonably towards Mr J.

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 J to accept or reject my decision before 18 February 2016.

Rosemary Lloyd
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