

## **complaint**

Mr A complains that Vanquis Bank Limited was unfair to apply charges to his credit card account as he says he was ill at the time. He wants a full refund of all the charges.

## **background**

Our adjudicator did not recommend that the complaint should be upheld. He found that the charges were fair and within the terms and conditions of the account. He also said that Mr A did not make Vanquis aware of his illness until his complaint in June 2014.

Mr A responded to say, in summary, that Vanquis knew of his illness in 2011 and that it had not responded to the medical evidence he sent it in June 2014.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Much like the adjudicator, I found that the charges were applied in line with the terms and conditions of Mr A's credit card account and within the Office of Fair Trading's guidelines.

Nevertheless, banks have an obligation to treat customers in financial difficulty positively and sympathetically. I have seen the correspondence that Mr A sent to Vanquis in 2011 and I accept that he told them of a hospital stay in August of that year. However, I cannot see that Mr A told Vanquis that he was in financial difficulties as a result of his illness – the correspondence appears to be primarily about being harassed by constant telephone calls. I acknowledge that Mr A says the bank should have enquired about the nature of his illness, but I don't think it was reasonable for it to have done so, given that Mr A did not say it was affecting him financially. Therefore, I cannot agree that the charges were unfairly applied.

However, I acknowledge that Vanquis did not respond to the medical evidence Mr A sent it in June 2014. Vanquis has been asked to comment on this, but it has not done so. That said, it does not affect this complaint as Vanquis did not have the information about Mr A's medical condition at the time it applied the charges.

Finally, I acknowledge that Mr A says that Vanquis should have advised him to invoke his Repayment Option Plan. As Mr A has not yet complained to Vanquis about that and it has not had an opportunity to investigate, I cannot comment on that here.

## **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A to accept or reject my decision before 13 March 2015.

Amanda Williams

**ombudsman**