

complaint

Mrs L complains about the amount of times she has been contacted by Vanquis Bank Limited. Mrs L is also unhappy at charges and interest which have been added to her account. She is assisted in her complaint by her husband.

background

Mrs L had a credit card account with Vanquis. In December 2014 she entered into a payment arrangement. This allowed her to pay £40 a month for three months. Mrs L was unable to keep to this arrangement. Vanquis contacted her to discuss her account.

Mrs L complained to Vanquis about the number of calls it was making to her. It explained it was to discuss the repayment of her balance. It refunded £24 in charges and gave her a phone number to use to contact it to discuss repayments.

Mrs L was unhappy with this response and brought a complaint to us to consider. She has since entered into a repayment arrangement with Vanquis under which she is to pay it £25 a month. Interest and charges have been frozen.

The adjudicator who considered the complaint did not recommend that it should be upheld. He noted that Vanquis did not contact Mrs L until the first payment arrangement period had ended. The adjudicator considered that it was entitled to contact Mrs L to discuss repayment of her account.

Vanquis was entitled to add interest and charges when repayments were not made. The adjudicator noted that it had refunded charges in the sum of £24.

Mrs L is not happy to accept the adjudicator's recommendation. She would like her 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.

Vanquis agreed a three month reduced payment arrangement with Mrs L in December 2014. Although she was unable to make the agreed repayments, Vanquis did not contact her until the repayment plan had ended. It then made calls to her home phone and to her mobile. When it could not contact her, it made up to four calls to these numbers on some days. I do not however consider this to be unreasonable or excessive. Mrs L had an outstanding balance and was not making the minimum repayments that were due. In these circumstances, Vanquis was entitled to call her to discuss this. When Mrs L was not making the minimum payment to pay off her balance, Vanquis was entitled to charge her interest and fees. I cannot therefore find that it acted unreasonably when it added such sums to her balance. I note that it has refunded charges in the sum of £24.

I see that Vanquis and Mrs L have now entered into a new repayment plan, and that it has agreed to freeze interest and charges. I consider that Vanquis has acted fairly in this respect.

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 Mrs L to accept or reject my decision before 23 November 2015.

Rosemary Lloyd
ombudsman