

## The complaint

Mr T complains J D Williams & Company Limited trading as Jacamo (JDW) have gone back on an agreement to repay his catalogue shopping account.

Mrs T has supported Mr T in bringing this complaint, but for simplicity I'll mainly refer to Mr T in this decision.

## What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements of this below, and they form part of this final decision.

*Mr T says he had a catalogue shopping account with JDW and didn't want it anymore. So, he made an agreement with them to pay £100 per month on the first of every month. He says the debt was £1,800, paid a total of £2,300 through this agreement – but when checking the account online JDW had gone back on this agreement and had been applying interest and charges to his account. Mr T also said JDW hadn't reflected the payments of £2,300 he'd made to the account. Mr T also asked for a Data Subject Access Request (DSAR).*

*JDW said they understood Mr T was unhappy with the below – and provided their answers on each point:*

- *Their 28 day payment cycle – this is their choice and is explained in the terms and conditions.*
- *That a balance remains on the account – Mr T agreed a repayment plan and the first payment was made 3 March 2021 for £100, and payments continued until January 2023 for £100. But, the arrangement ended on 10 August 2021 because JDW didn't receive several payments on time as per the agreement of the payment arrangement. JDW added they were contacted on 25 August 2021 by Mr T's wife, Mrs T querying why the payment arrangement had ended – but despite offering a new one, this was turned down, so charges and interest continued to accrue. It's because of this an outstanding balance is still owed, despite them applying £2,300 worth of payments.*
- *Them not contacting him about the account – they said they'd sent a series of letters between 4 March 2021 and 24 June 2021 about the payments not having been received. They then sent a letter 20 July 2021 saying the payment arrangement was coming to an end. They also wrote to Mr T on 17 May 2023 and sent statements.*
- *This situation has impacted his credit file – JDW said they're required to report accurate information, and as Mr T hasn't been making payments he should have been, the information is accurate.*

*JDW said they could understand this wasn't what Mr T wanted to hear, and because this had been going on for some time as a gesture of goodwill, they'd removed £250 worth of late payment charges. But they didn't offer any further compensation as they didn't think they'd done anything wrong. Finally, JDW said they'd process Mr T's DSAR.*

*Unhappy with this Mr T asked us to look into things. Ultimately, our Investigator felt JDW hadn't done anything wrong, so didn't uphold the complaint.*

*Mr T didn't accept this. He said it was clear JDW hadn't treated him fairly, so the complaint's been passed to me to decide.*

*Before doing so, I identified Mr T had previously complained about the 28 day payment cycle – and our service couldn't consider this because of the time limits that applied. I issued a decision to confirm this, and that the only issues our service could consider would be:*

- *Unhappy a balance remains on the account*
- *Haven't contacted him regarding the account and arrears*
- *The situation has negatively impacted his credit file*

*This decision focuses on these three issues.*

*I'm aware Mr T doesn't agree our service can't look at the 28 day payment cycle – but I've already issued a decision confirming we can't. So, although I can see he's made a number of points regarding that, I'm afraid my decision about not being able to consider this isn't going to change.*

### ***What I've provisionally decided – and why***

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

*I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr T's complaint in considerably less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.*

*Unhappy a balance remains on the account*

*Mr T says when making the agreement it was for £100 over 18 months to repay the existing £1,800 balance – but since then, JDW have been applying interest to the account. This has increased the balance, and meant the debt wasn't paid off after £1,800 had been paid towards it – as actually at the time of the complaint he's said he'd paid £2,300 towards the debt.*

*The difficulty with Mr T's point here, is that I've already decided our service can't investigate the issue of the 28 day payment cycle – and it's this that Mr T is saying has caused the balance to increase unfairly. Mr T says it was agreed he could pay monthly, JDW don't agree with that saying there was a 28 day payment cycle and as a result of that the plan was cancelled.*

*But, because I can't look at the 28 day cycle issue as it was made in a previous complaint, I also can't look at the interest applied during that time – essentially, anything up to 18 October 2021 when the complaint response was sent.*

*Looking at the information I've been provided with, the balance owing is made up of purchases, interest, and a £12 administration charge applied most months from September 2020 onwards.*

*Mr T hasn't said that any items on his statement aren't purchases he's made, so I'll presume he accepts these are all legitimate.*

*In terms of the interest, there isn't anything obviously wrong about the amount that's been charged, so it seems reasonable.*

*And the £12 administration charge is applied when a payment is made late. This is written in the terms and conditions and appears consistent with the remaining information I know about this case. So, it appears correct. That said, I did ask JDW for the specific statements, so I could see when the minimum payments were due, but they've said they can't provide them. If Mr T or Mrs T want to highlight any late payments they think were applied incorrectly then I can consider this further.*

*As things stand, I've seen nothing to suggest the balance hasn't accrued correctly – so I don't currently plan to uphold this part of Mr T's complaint.*

Haven't contacted Mr T regarding the account and arrears

*A large part of Mr T's complaint regarding not contacting him about the account and arrears relates to the 28-day payment cycle. I've already decided JDW did deal with a complaint from Mr T about these issues – so, I'm satisfied Mr T knew the payment arrangement had been cancelled.*

*I've also thought about whether JDW contacted Mr T after that date, and before the complaint – and I can't find any evidence of them doing so specifically about the plan. But, JDW have said they sent statements to Mr T. These statements would have shown the balance accruing and is generally sufficient to notify a customer about what's outstanding.*

*I've been provided with a spreadsheet showing statements were regularly sent to Mr T:*

- *Between 17 July 2018 and 16 June 2020 they were sent by post*
- *From July 2020 statements were sent by a mixture of electronically and by post*
- *The August, September and October 2021 statements – all three of which would have shown interest being applied following the plan being cancelled on 10 August 2021 – are noted on the spreadsheet as having been sent electronically and in the post*

*As such, I don't currently plan to uphold this part of Mr T's complaint either – as I'm satisfied JDW sent statements making Mr T aware of the balance and that interest was being applied.*

The situation has negatively impacted his credit file

*Mr T says as a result of JDW now applying charges, they've destroyed his credit file.*

*Every lender must report true and accurate information to credit reference agencies about how accounts are run. This isn't intended to be punitive; it's simply meant to be factual.*

*Looking at Mr T's account – along with the payments – because Mr T was making payments outside the 28-day payment cycle, he'd have been making them late. In those*

*circumstances, it's correct for JDW to report that Mr T was making late payments. So, I don't think they've done anything wrong on this point.*

*In addition, the evidence of Mr T's account movements goes up to June 2023 – and this shows his last payment towards the account was January 2023 which is when this new complaint was made. From 5 January 2023 to 13 June 2023, it seems no payments were made. And although Mr T had raised a complaint at this time, contractually he was still required to make his payments and seemingly hasn't. So, again, I can't say JDW have done anything wrong in reporting this factual information.*

## Summary

*I do completely understand Mr T is going to feel this decision is unjust. But, as I've set out above, I can't look at whether JDW acted fairly or not in cancelling the arrangement – because Mrs T did complain, and her and Mr T didn't refer the matter to our service in time.*

*That means all that was left for me to consider was whether JDW had applied interest fairly, told Mr T about it, and reported fair information to his credit file. And, for the reasons I've explained above, I'm currently satisfied they did.*

## Responses to my provisional decision

Mrs T replied and said:

- To say she's disappointed would be an understatement
- We have all of the documents showing they've lied
- Mr T has a health condition, they didn't know the procedure and they didn't get any statements

JDW didn't reply by the deadline.

## What I've decided – and why

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

As I acknowledged in my provisional decision, I expected Mr and Mrs T to find the outcome I reached is unjust, and I'm sorry that is how they feel.

I do need to make it clear I have based my findings on all of the information I've been provided with.

Mr T said he didn't know the procedure and Mrs T has mentioned his health condition. I've taken their comments here to mean about the original cancellation of the payment arrangement they'd come to. But as I've mentioned before I can't look at that point under the rules I have to apply.

All that leaves is whether JDW had applied interest fairly, told Mr T about it, and reported fair information to his credit file.

Mrs T hasn't made new arguments for most of these issues – though she has said they didn't get any statements. But the evidence from JDW shows me statements were sent in the way I outlined in my provisional decision. I've seen nothing in any documentary evidence to call into question whether they were sent or not. And it'd be unusual to find out statements showing as sent on JDW's system for many years, by different methods, hadn't actually

been sent. So, I think it's more likely than not they were sent. Because of that, I think it's more likely than not Mr T was told about the running balance on a regular basis.

### **My final decision**

For the reasons I've set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 August 2024.

Jon Pearce  
**Ombudsman**