

### **complaint**

Mr D complained that his Repayment Option Plan with Vanquis Bank Limited was mis-sold to him. He said it was superfluous to his requirements, and that he'd believed he had to take the plan in order to get the credit card.

### **our initial conclusions**

The adjudicator read Vanquis' script which was used during phone calls, and noted that the Plan was only ever discussed after an application had been approved. So he didn't agree that Mr D was led to believe he had to take out the plan to get the card. The adjudicator also looked at the terms and conditions to which Mr D had agreed. These described the benefits and costs in detail. So he didn't agree the plan was mis-sold.

Mr D wasn't satisfied. He said he suspected the advisor went off-script during the phone call, and thought the terms and conditions weren't set out in a way that makes them easy to understand.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr D and the business have provided.

When the evidence is incomplete, inconclusive, or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances. On this basis, I think it's more likely than not that Vanquis' phone advisor did stick to the set script. I've also read the script, and it's accurate that it only discusses the plan after the new account has been approved and set up.

I've looked at the terms and conditions, and I don't agree with Mr D about the wording being hard to understand. For example, I think the words "*you will not receive advice or a recommendation from us on the Plan... You will need to make your own choice of how you proceed*" are sufficiently clear.

**My final decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr D either to accept or reject my decision before 13 January 2015.**

***Belinda Knight***

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.