

complaint

Mrs F complains that the repayment option plan with her Vanquis Bank Limited credit card was mis-sold. She is represented in her complaint by a third party.

our initial conclusions

The adjudicator did not recommend the complaint should be upheld. He considered the information provided by Vanquis was clear enough to allow Mrs F to understand the plan, which she subsequently agreed to. Mrs F responded to say, in summary, that she was not made aware of the plan on her account, and her circumstances meant that she did not need it.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs F, her representative on her behalf, and Vanquis have said and provided. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

I accept that Mrs F might not have needed the plan if she had remained in the same job and was off sick. I note, however, that the plan could also be used if she became unemployed. On balance, therefore, I am satisfied that the plan could have been used by Mrs F in certain circumstances, and for that reason I am unable to find that it was unsuitable for her.

From the available evidence, on balance I am also satisfied that Vanquis provided enough information for Mrs F to understand how the plan worked, and how much it would cost. I consider she accepted the terms of the plan when she signed the terms of the agreement.

When I take account of the circumstances overall, therefore, there are no reasonable grounds on which I am able to uphold Mrs F's complaint.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs F either to accept or reject my decision before 13 August 2013.

Caroline Stirling

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.