

complaint

Mr N complains that Vanquis Bank Limited did not activate the repayment option plan on his credit card when he notified it of his unemployment. He also complains about the customer service that he has received from Vanquis.

background

Mr N applied for a Vanquis credit card in September 2006 and he enrolled on the repayment option plan. He said that he was a homemaker. He was made redundant in December 2012 and asked Vanquis to activate the repayment option plan in April 2013. It did not do so as it said that the plan did not apply to Mr N's redundancy. He complained to Vanquis but was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She concluded that Mr N enrolled on the plan on the basis that he was a homemaker and that the plan therefore did not apply to his redundancy. She also concluded that Vanquis provided Mr N with sufficient information to make an informed choice about the plan. She considered that Vanquis responded in an appropriate and timely manner to Mr N's complaint and that its offer to activate the plan if Mr N provided evidence of his unemployment was fair and reasonable.

Mr N says, in summary, that he purchased the plan on the understanding that it would apply if he was made redundant, that Vanquis Bank did not contact him to discuss whether the plan continued to be suitable for him and that it offered him no assistance between March and June 2013.

my findings

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

Mr N enrolled on the repayment option plan in 2006. He completed the application form to show that his employment status was "*homemaker*". Vanquis has provided a copy of the terms and conditions for the plan that applied in 2006 and it has also provided a copy of the script that it says would have been used in 2006 when Mr N applied for the card and plan.

Having considered those documents, I am not persuaded that there is enough evidence for me to be able to safely conclude that the plan was mis-sold to Mr N.

Mr N contacted Vanquis in mid-April to activate the plan. He was told that the plan could not be activated as he was on the standard plan because he was a homemaker and the plan therefore did not cover a change of employment status. I have seen no evidence to show that Mr N told Vanquis that his employment status had changed at any time between 2006 and April 2013. I am therefore not persuaded that Vanquis acted incorrectly when it did not activate his plan in April 2013.

Mr N complained to Vanquis that day and it sent him a letter the following day concerning his complaint. Mr N said that he did not receive the letter so was sent a copy of it in May 2013.

Vanquis wrote to him in mid-June 2013 and said that it would activate the plan on this occasion if Mr N provided proof of his unemployment. It also refunded four monthly

payments to him as a gesture of goodwill. I consider that response to be fair and reasonable in the circumstances. Mr N did not accept Vanquis' offer to activate the plan and a repayment arrangement was agreed. Vanquis' response to Mr N's complaint was sent to him within the eight week period allowed for a final response by the applicable rules. I therefore do not consider that Vanquis has failed to properly respond to Mr N's complaint.

I am therefore not persuaded that it would be fair or reasonable for me to require Vanquis to refund any further plan premiums to Mr N.

my final decision

For these reasons, my decision is that I do not uphold Mr N's complaint.

Jarrold Hastings
ombudsman