

### **complaint**

Miss M complains about a repayment option plan on her credit card account with Vanquis Bank Limited. She says the plan was added to her account without her knowledge or consent, and she would like a refund of the charges she has paid for it.

### **our initial conclusions**

Our adjudicator didn't recommend that the complaint should be upheld. She found that Vanquis had explained the plan to Miss M, told her it was optional, and Miss M had agreed to take it out. Miss M didn't accept that conclusion. She said, in summary, it wasn't made clear the plan was separate and optional, Vanquis should have sent her confirmation she had it and reminded her about it later, and she didn't know she had it because she didn't check her online statements.

### **my final decision**

I have considered everything that Miss M and Vanquis have said and provided to decide what is fair and reasonable in this complaint. Having done so, I have reached the same conclusions as the adjudicator and for the same reasons.

I have listened to the recording Vanquis has provided of the phone call during which it says Miss M agreed to the plan. We have also sent the recording to Miss M. It's of poor quality, but I consider it's clear enough for me to conclude that Miss M did agree to take out the plan. I also find that she did so after Vanquis explained the plan was optional, how much it would cost, and how it worked. That is also set out in the account terms. It was open to Miss M to cancel the plan if she didn't want it, and the monthly cost was included on her statements. She opted to receive online statements but didn't check them. I can understand why she chose not to receive paper statements, but I think it was for her to look at her statements or to let Vanquis know if she had problems logging in.

I am satisfied that Vanquis gave Miss M sufficiently clear information about the plan – including its benefits and costs and that it was optional – in order for her to have been able to make an informed decision. In all the circumstances, I don't consider I can fairly require Vanquis to refund the plan charges.

**My final decision is that I don't uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss M either to accept or reject my decision before 9 September 2014.**

*Janet Millington*

*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.