

## **complaint**

Mr S complains that he was mis-sold a Repayment Option Plan by Vanquis Bank Limited.

## **background**

In August 2012 Mr S opened a credit card account with Vanquis. During a telephone call with a sales advisor, a Repayment Option Plan was added to his account. In October 2015 this plan was cancelled when Mr S complained that it had been mis-sold as he says he did not know he had taken the plan out or that he was paying for it.

The adjudicator did not recommend the complaint should be upheld. She said the terms and conditions of the Repayment Option Plan would have been explained to Mr S during the card acceptance telephone call and it was clearly marked on his statements. She said had Mr S not agreed to the plan he would have questioned it sooner.

Mr S does not agree and says as he did not ask for the plan. He wants the payments he made to be returned with interest.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete or inconclusive (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, given the evidence that is available and the wider circumstances.

As the adjudicator has explained, although it is unfortunate Vanquis can no longer provide the call recording from the card acceptance telephone call, the bank is not required to keep these recordings indefinitely and I do not consider it has made a mistake in failing to do so. I have looked at the script used by employees of the bank and am satisfied that it is more likely than not that this script was used and that the terms of the Repayment Option Plan were made clear.

Even if the employee of Vanquis had not read out the details to Mr S, once he received his statements, the details of the plan are clearly set out. I do not consider it likely that if he had not agreed to the plan, he wouldn't have questioned this payment he was making. The full information about the Repayment Option Plan had been provided in the welcome pack Mr S received with his card.

I know it will disappoint Mr S, but I am not satisfied he was mis-sold the Repayment Option Plan and therefore am not persuaded it would be fair or reasonable for Vanquis to repay Mr S's payments.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 January 2016.

Charlotte Holland  
**ombudsman**