

### **complaint**

Mrs Z complains that a repayment option plan was applied to her account by Vanquis Bank Limited without her authority when she opened a credit card account.

### **our initial conclusions**

The adjudicator did not recommend that this complaint should be upheld. She concluded that the repayment option plan was not payment protection insurance. She considered that the plan was described to Mrs Z and that Vanquis Bank explained that it was not compulsory. She concluded that there was insufficient evidence to show that the plan was applied to Mrs Z's account without her authority. Mrs Z says that she did not ask to have the plan added to her account.

### **my final decision**

I have considered all that Mrs Z and Vanquis Bank have said and provided in order to decide what is fair and reasonable in this complaint.

The plan that was sold to Mrs Z was not payment protection insurance – it does not make payments on her behalf in the event of a successful claim as an insurance policy would, but allows her to, in effect, freeze her account and not make monthly payments if specified events should happen to her.

The plan was described in the terms and conditions for Mrs Z's account, Vanquis Bank's script for phone calls describes the plan and says that it was not compulsory and the payment for the plan was clearly set out on the monthly statements for the account that were sent to Mrs Z. Vanquis Bank confirmed in January 2013 that the plan had been removed from her account.

I am not persuaded that there is enough evidence to show that the plan was applied to Mrs Z's account without her authority. I therefore do not consider that it would be fair or reasonable for me to require Vanquis Bank to refund the monthly payments to Mrs Z.

**For these reasons, my decision is that I do not uphold Mrs Z's complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs Z either to accept or reject my decision before 30 July 2013.**

*Jarrod Hastings*

*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.