

complaint

Mrs B complains that Vanquis Bank Limited sold her payment protection insurance that was unsuitable for her circumstances. She wants the premiums refunded.

our initial conclusions

The adjudicator recommended that the complaint should not be upheld. He concluded that Mrs B had bought a Repayment Option Plan which was not an insurance product. He considered that Vanquis had provided Mrs B with enough information to make a decision and had not made an error. Mrs B said that at the time her English was very poor and she did not understand the product.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs B and Vanquis have said and provided.

Mrs B agreed to take a Repayment Option Plan (ROP) with her new credit card. This product allows a customer to freeze repayments but is not an insurance product. Its sale is not covered by the General Insurance Standards Council's Code of Practice or the Insurance Conduct of Business Sourcebook. Vanquis has not provided a recording of the phone call in which the sale was made. But it has provided a copy of the script used by employees when the product is offered and a copy of the card's terms and conditions, which cover the benefits and costs of the ROP. The payments for the ROP have been shown on Mrs B's monthly card statements. On balance, I am satisfied that the bank provided Mrs B with enough information to understand the ROP and to decide if it was suitable for her needs. I accept that Mrs B's ability to read and write English was more limited at the time the card was taken out. But there is no evidence that the bank was made aware of this. The ROP has now been cancelled. I conclude that the bank has not made an error and I cannot fairly require it to refund the payments made for the ROP.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs B either to accept or reject my decision before 25 June 2013.

John Thornton

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.