

### **complaint**

Mrs R complains that she was mis-sold a repayment option plan on her credit card account with Vanquis Bank Limited.

### **our initial conclusions**

The plan had been set up on Mrs R's account when she opened it in 2008, and the monthly payment for the plan had been shown in each statement since then. An adjudicator investigated the complaint. He concluded, from the evidence provided by Vanquis, that the nature and cost of the plan had probably been explained to Mrs R when she agreed to take it. He noted that the plan was not an insurance product and so the insurance sales rules would not have applied. Overall, he did not recommend that the complaint should succeed.

Mrs R did not agree. She said, in summary, that Vanquis had told her it did not have a transcript of the telephone call in which she agreed to the plan and that she is sure she would not have agreed to it as she could not afford it.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs R and the business have provided.

Vanquis does not have the original telephone call in 2008, and so cannot provide a transcript of it.

That is perhaps not surprising, given the years that have elapsed since then and the fact that the plan is not an insurance product. Every account statement that Mrs R received since then showed the payment for the plan, as a separate item entitled "*repayment option plan*". So Mrs R cannot have been unaware that the plan had been set up on her account, yet she does not seem to have raised any objection until 2013 – apparently initially in the mistaken belief that she had been sold payment protection insurance. In all the circumstances, I have reached broadly the same conclusions as did the adjudicator and am not persuaded that the plan was mis-sold or set up without Mrs R's authority.

**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 R either to accept or reject my decision before 16 January 2014.**

*Jane Hingston*

*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.