

## **complaint**

Mr O complains that Vanquis Bank Limited is charging him for a product he never agreed to buy.

## **background**

Mr O tells us he didn't agree to be a member of the "*Value Saver*" service. He says he declined the offer and never received a welcome pack. So he didn't think he was a member of the scheme. And was annoyed he was charged for late payments.

Vanquis says it called Mr O to tell him about its promotion with Value Saver. It was a 30 day trial period and he was told he'd have to cancel it if he wasn't interested in it. If he didn't cancel, he'd have to pay a monthly debit from his account. He was also told he'd get a welcome pack in the post and Vanquis said it was sent a few days later. Vanquis says Mr O agreed to the trial period and didn't cancel it 30 days later, so his account was billed.

Our adjudicator thought the complaint should be upheld. Mr O didn't get the welcome pack and that was his only way to cancel the agreement. The caller from Vanquis said several times that all the information Mr O would need would be in the welcome pack. And it wasn't clear from Vanquis whether the pack was sent.

Vanquis disagreed with the adjudicator's view saying all the information was in the call script. It wasn't responsible for sending the welcome pack, so it wasn't its fault if Mr O didn't receive it. It also said it didn't take payments for the service - they were taken by another company and appeared on Mr O's statement.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done that, I've decided to uphold this complaint. I'll explain why.

I first looked at the telephone script and listened to the call recording during which the Vanquis caller sold the Value Saver service to Mr O. The caller kept very closely to the script.

After listening to how the Value Saver system worked, Mr O agreed to receive the welcome pack. The caller (and the call script) said the membership only started when he received his welcome pack, so membership couldn't start over the telephone. Mr O says he never received a welcome pack. And Vanquis can't show specific records from the other company that the welcome pack was sent. So it's not clear if the membership should've started.

Vanquis says Mr O was given all the details he needed over the telephone. But I agree with the adjudicator that Mr O wasn't given any details over the telephone on how to cancel the agreement, so he *had* to wait until he received the welcome pack to cancel the agreement, and it can't be shown that he actually received it. So I don't think Mr O was able to cancel the agreement before the trial period was over. And I think that is a failing by Vanquis in this particular complaint.

Taking everything into account, I think Vanquis has done something wrong here and needs to put it right.

**my final decision**

My final decision is that I uphold this complaint and I require Vanquis Bank Limited to:

- cancel Mr O's credit card;
- refund any fees relating to the Value Saver service and
- remove any adverse information recorded on Mr O's credit file with the credit reference agencies.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 23 November 2015.

Amrit Mangra  
**ombudsman**