

complaint

Mr K complains that a repayment option plan was mis-sold to him by Vanquis Bank when he opened a credit card account.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. He concluded that the card terms and conditions and the script that was read during card acceptance phone calls explained the repayment option plan and said that it was not compulsory and that the monthly charge for the plan was set out on his monthly statements. Mr K says, amongst other things, that he was pressurised into accepting the plan, that it is a money making product, that the price is too high for the benefits provided and that he entered into a debt management plan but thinks that he may still be paying for the plan.

my final decision

I have considered all that Mr K 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 Mr K was not payment protection insurance – it does not make payments on his behalf in the event of a successful claim as an insurance policy would but allows him to, in effect, freeze his account and not make monthly payments if specified events should happen to him. I am satisfied that Mr K was aware of the plan – it was described in the card terms and conditions, 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 in Mr K's monthly statements. Mr K cancelled the plan in August 2010, as he could have done at any time. The price of the plan, and the benefits it offers, is a commercial decision for Vanquis Bank and this service would not normally interfere with a bank's legitimate commercial decisions. I am not persuaded that there is enough evidence to show that the plan was mis-sold to Mr K and I therefore do not consider that it would be fair or reasonable for me to require Vanquis Bank to refund the monthly payments to Mr K or to compensate him in any other way.

For these reasons, my final decision is that I do not uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K either to accept or reject my decision before 29 May 2013.

Jarrold 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.