

complaint

Mrs B complains that Vanquis Bank Limited mis-sold her a repayment option plan.

our initial conclusions

The adjudicator said that Mrs B had agreed to a repayment option plan being added to her credit card. He said that he had heard a call recording on which Mrs B was told the costs and benefits of the plan; was referred to the plan's terms and conditions; and was told that the plan was optional. He explained that the repayment option plan is different to payment protection insurance and that the customer is responsible for deciding if it is suitable for them.

Mrs B did not agree. She said that she had not received any written information about the plan and did not recall a call with Vanquis. She said that her circumstances meant she did not need this plan.

my final decision

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

I have listened to the call recording between Mrs B and Vanquis. Mrs B called the bank to activate her card. On this call the bank offered her a repayment option plan. As the adjudicator has set out, the bank explained the costs and benefits of the plan and said that this was optional. It also said that it had not provided Mrs B with a recommendation based on her suitability. The bank set out where further information could be found about the plan and said Mrs B should look at this. It also set out her cancellation rights. Based on this I find that Mrs B was provided with the information she needed to make a decision about adding the plan to her credit card account. On the call recording Mrs B agrees to the plan being added and because of this, I do not find that the bank has done anything wrong. The bank confirmed in its letter dated 3 August 2012 that Mrs B's repayment option plan has been cancelled.

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 28 October 2014.

Jane Archer

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.