

complaint

Ms L complains that Vanquis Bank Limited led her to believe that she could not have a credit card unless she took out a repayment option plan and gave her misleading examples about how the plan could apply to her. Ms L asks that her premiums are refunded with interest.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld, saying that Vanquis had provided Ms L with sufficient information for her to make an informed decision, including that the plan was optional and information about the costs and benefits of the plan. Ms L did not agree, saying that Vanquis led her to believe she could only have a credit card if she took out the plan.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms L and Vanquis have provided.

The repayment option plan is not an insurance policy, so the rules and guidelines relating to the sale of regulated insurance products are not relevant here.

I am satisfied, from the evidence, that Ms L agreed to the plan during a telephone call and that she was sent information about the plan and the terms and conditions. I am satisfied that the script used by the Vanquis representative and the terms and conditions explain that the plan is optional, and that the terms allow for the plan to be cancelled at any time. The plan applies in a number of situations, so while Ms L says that Vanquis gave examples that did not apply to her, I am not persuaded that this was intended to mislead her.

I am satisfied that Ms L was given sufficient information about the costs and features of the plan before she agreed to it. So, I do not consider that it would be fair or reasonable to award compensation to Ms L.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Ms L either to accept or reject my decision before 30 July 2013.

Ruth Stevenson

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

Where there is a dispute about what happened, I have based my decision on the balance of probabilities-in other words, on what I consider is most likely to have happened in the light of the evidence.

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.