

## **complaint**

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

## **background**

Mrs L took a credit card with Vanquis. She says that, at the time she applied for this, the Vanquis agent added the repayment option plan to her account without finding out whether she wanted it or telling her what it was for.

In the circumstances, she considers that Vanquis should refund the amount she has paid for the repayment option plan during the time she has had the credit card.

Vanquis said that it believed Mrs L had opted to take the repayment option plan, which had been clearly explained in the terms and conditions she had been sent. It was not willing to make any refund.

As things were not settled, Mrs L brought her complaint to this service where an adjudicator investigated it. From the evidence, the adjudicator found that it was more likely than not that Mrs L had opted to take the repayment option plan and had been provided with an explanation of its benefits. Overall, the adjudicator did not recommend that the complaint should succeed.

Mrs L did not agree and (through her representative) said, in summary:

- Even though this is not payment protection insurance, it is a financial product that Mrs L paid a monthly fee for and which provides some benefit in the event of sickness or redundancy.
- Mrs L has said that she did not know that the repayment plan was added to her card, but the adjudicator has still concluded from the evidence that she did. Has an assumption been made that Mrs L is lying?
- There is no recording of the sales call in 2011, which would show exactly what was said, and so the adjudicator cannot have been absolutely certain that the repayment option plan was discussed and explained.
- The sales person would have been targeted to sell the repayment option plan, which is why the sale was completed over the phone. Mrs L was not told about the repayment option plan, did not usually take products of this type and did not agree to it.
- It is not reasonable to expect Mrs L to check every line of her credit card statement to ensure she is not being ripped off.
- As Mrs L did not realise she had the repayment option plan, she would have been unable to use it.
- The majority of banks mis-sold products and targeted their sales people, so it is fair to assume that the sales person may have just clicked 'yes' to the plan irrespective of what Mrs L said.

## **my findings**

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

It's not possible to listen to the recording of the sales call with Mrs L in 2011, because Vanquis no longer has it. But it has provided the scripts that were used by its employees at the time. If Vanquis followed the script, then Mrs L was told about the repayment option plan, had its features explained to her and was told that she did not have to take it.

If Vanquis did not follow the script, then from 2011 Mrs L will have been seeing a charge being deducted on her credit card statement each month for a repayment option plan that she knew nothing about and did not ask for, but not raised any query about that until May 2015 when she first complained to Vanquis.

I do not consider that Mrs L would have had to scrutinise every line of her statement to notice the charge. It was clearly set out in the summary of transactions, marked 'REPAYMENT OPTION PLAN', so she would not have been in any doubt about what the payments were being taken for each month.

Overall, I am not persuaded (by the evidence) that the repayment option plan was mis-sold to Mrs L. I find it more likely than not that Mrs L was told about and accepted the plan at the time, but later forgot about it. This would also explain why she did not raise any objection until over four years after she first started paying for the plan.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 4 March 2016.

Jane Hingston  
**ombudsman**