

complaint

Mr W complains that a payment break plan on his credit card was mis-sold to him by the original card provider, which has now been taken over by Barclays Bank PLC, trading as Barclaycard.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. He concluded that the payments for the plan had been shown on Mr W's monthly account statements and it was more likely than not that Mr W had agreed to the plan. Mr W says that he did not ask for, nor agree to, the plan and that Barclaycard cannot provide any evidence to show that he authorised the plan to be added to his account.

my final decision

I have considered all that Mr W and Barclaycard have said and provided in order to decide what is fair and reasonable in this complaint.

The payment break plan is not an insurance product so the credit card provider was not required to assess the suitability of the plan for Mr W (as they would have been required to do if it had been an insurance product). Mr W applied for a credit card in March 2005. Barclaycard says that the plan was primarily sold over the phone and that the sales process was designed to ensure that, following confirmation that the customer wanted to be enrolled on the plan, a welcome pack was issued, confirming the full terms and conditions of the plan and making the customer aware that the plan had been added to their account. The plan payments have been included on the monthly account statements that were sent to Mr W between March 2005 and March 2013 and were clearly described as: *"Payment Break Plan"*. Although there is no direct evidence to prove that Mr W did ask for the plan in 2005, the payments for the plan have clearly been marked on his account statements since 2005 and he did not complain about them until 2013. I am not persuaded that there is enough evidence to show that the plan was mis-sold to Mr W. I therefore do not consider that it would be fair or reasonable for me to require Barclaycard to refund the payments to Mr W.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W either to accept or reject my decision before 17 January 2014.

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.