

complaint

Mrs Q complains that a repayment option plan was mis-sold to her by Vanquis Bank Limited when she 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 explain the repayment option plan and say that it was not compulsory. Mrs Q says that she thought that the plan was compulsory, that she could not benefit from the plan because she is disabled and that the plan was mis-sold to her so her payments should be refunded.

my final decision

I have considered all that Mrs Q and Vanquis Bank have said and provided in order to decide what is fair and reasonable in this complaint.

Mrs Q says that she did not need the cover provided by the plan but was “*talked into it*”, which shows that she was aware that it was not compulsory. She says that she asked for the plan to be stopped in late 2011 but was persuaded to continue with it and that when she tried to activate the plan in July 2012 she was told that it did not apply to her existing disability. The plan is not an insurance policy and Vanquis Bank is not therefore required to assess whether the plan is suitable for a customer in the way that it would be required to do if it was an insurance policy. It was for Mrs Q to decide whether the plan was suitable for her. I am satisfied that Mrs Q was aware of the plan and the cover it provided. It was described in the card terms and conditions and Vanquis Bank’s script for phone calls. The plan was removed from Mrs Q’s account at her request in October 2012 and she could have asked for it to be removed at any time.

I am not persuaded that there is enough evidence to show that the plan was mis-sold to Mrs Q 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 Mrs Q or to compensate her in any other way.

For these reasons, my final decision is that I do not uphold Mrs Q’s complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs Q either to accept or reject my decision before 18 June 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.