

## **The complaint**

Mr P complains about the Repayment Option Plan (ROP) that was sold alongside his Vanquis Bank Limited credit card. In summary, Mr P is unhappy as he says he was told that to get the credit card he would need to take out the ROP. And as Vanquis has now decided to discontinue ROP, he feels it was a waste of money paying for it.

## **What happened**

In 2013 Mr P took out a Vanquis credit card. ROP was an additional feature of the credit card and for a fee each month ROP allowed Mr P to take a payment break when he was experiencing financial difficulties. The ROP could be activated and the normal regular monthly repayments would not need to be made during this time. But Mr P's credit file would not be adversely impacted. Recently, Vanquis decided to discontinue ROP and wrote to all affected customers to explain that from October 2022 ROP would no longer be available.

Mr P was unhappy about this and feels it was a waste of time paying for ROP since 2013 if Vanquis is simply now going to stop offering the product. Mr P also feels the ROP was missold to him in 2013 as, amongst other things, he was told he had to take out ROP to get the credit card.

Mr P complained to Vanquis and as he was unhappy with its response he then referred his complaint to our service. The complaint was considered by one of our investigators and she explained that she could not consider Mr P's complaint about the sale of ROP as the complaint had been brought too late. She also explained that Vanquis's credit card terms and conditions indicate the ROP can be cancelled at any time by Vanquis, provided 30 days' notice is provided.

Mr P remained unhappy with the investigator's conclusions and asked for the complaint to be considered by an ombudsman, so the complaint has been passed to me to consider afresh.

## **What I've decided – and why**

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

Before the merits of Mr P's complaint can be investigated, I need to decide first whether his complaint is one our service can consider at all. This is because Vanquis doesn't consent to our service looking at the complaint. And the rules our service is bound by also set timescales within which complaints need to be brought to this service.

Mr P's complaint relates to two main points, what he says he was told when the credit card was taken out in 2013 and Vanquis's decision to discontinue ROP in 2022. I've initially therefore considered whether these are complaints that our service can actually consider.

The Financial Conduct Authority (FCA) Dispute Resolution (DISP) Rules, under which I'm obliged to operate, set timescales within which complaints need to be brought to this service.

In relation to whether a complaint has been made out of time, DISP Rule 2.8.2 R says that, unless a business consents, I can't consider a complaint if it's referred to me:

(2) more than:

(a) six years after the event complained of; or (if later)

(b) three years from the date on which the complainant became aware (or ought reasonably to have become aware) that he had cause for complaint;

unless the complainant referred the complaint to the respondent or to the Ombudsman within that period and has a written acknowledgement or some other record of the complaint having been received;

unless:

(3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was as a result of exceptional circumstances;...

Vanquis decided to discontinue ROP in 2022 and Mr P has brought his complaint about that within 6 years. I'm satisfied therefore that this part of Mr P's complaint can be considered and I'll refer again to this later in my decision.

In relation to Mr P's complaint about the sale of the credit card, the sale took place in 2013 and this is more than 6 years ago. So under the first part of the rule Mr P has not complained within the required time period. The second part of the rule requires Mr P to complain within 3 years from when he became aware, or ought reasonably to have become aware, he had cause for complaint.

Vanquis has referred to Mr P being sent a letter in November 2016 and amongst other things this referred to the various features of ROP. In particular, it indicated that Mr P can opt out of the plan at any time and if the ROP is cancelled within 30 days of receiving the ROP welcome pack, a full refund of any charges will be made. Mr P has complained that he was told that he was required to take out the ROP in order to get the credit card but the November 2016 letter indicates that the ROP can be cancelled at any time. It should therefore in my view have been clear to Mr P that it was not a condition of the credit card that ROP had to be taken as well. It is because of this that I'm satisfied that the letter in November 2016 would have made Mr P reasonably aware that he had cause for complaint if he was told he had to take out the ROP to get the credit card.

As Mr P did not complain within 3 years of November 2016 Mr P has not brought his complaint within the required time scales as set out within the DISP rules. I appreciate Mr P says he does not recall getting the letter in November 2016 but Vanquis has provide evidence to show that it was sent. So despite Mr P's recollections, I think it more likely than not that it was actually sent to Mr P at the time and would have given Mr P cause for complaint.

The rules also set out that a complaint can be considered outside the time limits if there were exceptional circumstances. I haven't however seen any evidence of any exceptional circumstances and do not consider there are therefore any grounds to consider Mr P's complaint about the sale of the credit card or setting up of ROP.

Turning to Mr P's second complaint point about the discontinuation of ROP by Vanquis, having considered what Mr P and Vanquis have said and provided, I have not upheld this part of Mr P's complaint.

Mr P is unhappy that having had ROP for around 9 years he feels it has been a waste of money now that Vanquis has decided to discontinue it. The fact that Mr P has not claimed against the ROP since he has had it and Vanquis is now discontinuing ROP is not, in isolation, grounds to instruct Vanquis to refund everything Mr P has paid towards the ROP. Mr P has referred to his self-employed status and that ROP would be of no benefit to him as he believes ROP does not cover self employed people. This is not however the case and Mr P's self-employed status would not necessarily prevent a successful claim on ROP should it have been required.

Ultimately it is up to Vanquis to decide what products it offers consumers, and this includes whether it wishes to continue offering ROP to new or existing customers. The credit card terms and conditions do indicate that Vanquis can cancel the ROP immediately in exceptional circumstances, or provided it has given 30 days written notice. Vanquis has provided more than 30 days' notice that it was intending to discontinue ROP and while I appreciate Mr P may remain unhappy about this, I'm not persuaded Vanquis has acted unreasonably or unfairly here.

### **My final decision**

For the reasons set out above I do not consider that Mr P has brought his complaint about the sale of the credit card and ROP within the required timescales and I am therefore unable to consider the merits of this part of Mr P's complaint. I am however able to consider Vanquis's decision to discontinue the ROP, but I do not uphold this part of Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 November 2022.

Mark Hollands  
**Ombudsman**