

The complaint

Ms W complains about a credit card account she has with Vanquis Bank Limited. She's unhappy that she was never told that the Repayment Option Plan (ROP) would only allow a claim for a maximum of two years and she was never told that the ROP could be discontinued by Vanquis.

Ms W is also unhappy about the number of times Vanquis has called, and attempted to call, her in relation to the repayments required on her account since the ROP claim period ended. Ms W believes these were excessive and amount to harassment.

What happened

Ms W has a credit card account with Vanquis which includes an additional product that is ROP. Subject to certain provisions, the ROP allows Ms W to take a break from making the required repayments to the credit card account. There's an additional cost for the ROP and this was paid monthly on the account and is dependant upon the size of the account balance.

Ms W was involved in a very unfortunate accident and as a result of that has not been able to work. After discussing with Vanquis, the ROP period started on her account and this meant that Ms W did not need to make the normally required repayments to the credit card account. Ms W's injuries from the accident are significant and ongoing and she has not been able to return to work.

In July 2022 Vanquis informed Ms W that the ROP would apply for a final three month period as that would mean that the ROP period had applied for 24 months, which was the maximum claim period. The ROP period ended in late October 2022 and Vanquis then sought to engage with Ms W about resuming repayments to her account. Vanquis has also informed Ms W that the ROP as a product on its credit card accounts has been discontinued and is no longer available for Ms W or other customers.

Ms W says she was unaware that the ROP claim period was only for a maximum of two years and she is unhappy that Vanquis can discontinue the ROP for customers. She says that had she known she could only claim for a maximum period of two years she would have questioned the value of the ROP.

Ms W is also unhappy about the number of times Vanquis has attempted to contact her since the ROP ended. She believes this has been excessive and unreasonable and has caused her much concern, as well as impacting on her health.

Ms W complained to Vanquis and as she remained unhappy with its response, referred her complaint to our service. It was considered by an investigator, who explained why she did not consider Ms W's complaint should be upheld. In summary, she explained that Vanquis informed Ms W in 2016 that the ROP claim period was for a maximum of 24 months and Ms W had unfortunately referred her complaint about this too late. So the investigator could not consider this aspect of the complaint. The investigator did consider the remaining two points but didn't think it was ultimately unreasonable for Vanquis to discontinue the ROP product as

a whole.

When considering Ms W's concerns about the calls and attempted calls Vanquis had made to Ms W the investigator did not think these were unreasonable in the circumstances. The investigator noted the number of unsuccessful attempts to contact Ms W but also noted how long these were over and that they had been unsuccessful attempts. The investigator did not think it was unreasonable for Vanquis to try and discuss Ms W's circumstances and repayment requirements.

Ms W did not accept the investigator's findings and believes the number of attempted contacts the investigator referred to were merely the tip of the iceberg. As the complaint could not be resolved informally it has been referred to me so a final decision can be issued.

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.

Having done so, I believe I will disappoint Ms W further as I have come to the same overall conclusions as the investigator for what are broadly the same reasons.

Firstly I would like to acknowledge the very difficult position Ms W is in as a result of the accident she had. This has had a significant impact on her health over recent years since the accident and that continues still now. Ms W is unable to work and the reduced income is understandably making her financial position very difficult. Vanquis is required under FCA rules and guidance to treat Ms W with, amongst other things, *forbearance and due consideration* (<https://www.handbook.fca.org.uk/handbook/CONC/7/?view=chapter>).

The ROP product that Ms W had with Vanquis provided certain features that Vanquis say were designed to help consumers who were suffering certain life events, such as illness or loss of employment. As Ms W was unable to work as a result of the accident, a claim was made under the ROP and this essentially meant that she was not required to make the regular monthly repayments to the credit card account.

In 2016 Vanquis wrote to customers with ROP informing and reminding them of certain features of the ROP product. I understand Ms W may not recall being contacted around then by Vanquis but Vanquis has shown that it did write to Ms W on 25 November 2016 and this letter clearly indicates that Ms W's account can be frozen for up to 24 months.

As the investigator has referred to, there are time limits that may affect the ability of our service to consider a complaint. In summary, where a business has objected to us considering a complaint, the complaint must be raised within six years of the complaint event. This time period can be extended to three years from when the consumer was aware or ought reasonably to have been aware of cause for complaint. There are also exceptional circumstances that may result in the complaint being able to be considered.

In relation to Ms W's complaint about not being made aware of the ROP claim period only being for a maximum of two years, I consider the event complained about here relates to when Ms W took out the ROP in 2009 and what she was or wasn't told about the plan's features and benefits. Ms W would therefore have six years from 2009 to complain about this, or three years from when she became aware or ought reasonably to have been aware of cause for complaint. Ms W did not complain within six years of 2009.

The letter referred to above of 25 November 2016 was in my view sufficient to give Ms W cause for complaint as this clearly set out the maximum claim period for the ROP was 24

months. Ms W did not however complain within three years of this letter and as a result of that her complaint about not being aware of the maximum claim period of 24 months has been made too late.

I have considered whether there are any exceptional circumstances that would allow this aspect of the complaint to be considered. But I am not satisfied there are any such exceptional circumstances. As a result of this, I am unable to consider this aspect of Ms W's complaint.

Ms W is unhappy that Vanquis has now discontinued the ROP and believes that had she known it could do this when she agreed to take out the ROP she would have reconsidered whether it was actually a *good investment*. The ROP terms and conditions refer to Vanquis being able to cancel the plan immediately in exceptional circumstances, or by giving consumers 30 days' notice. I appreciate Ms W may not be familiar with all of the terms and conditions of the ROP, but I'm satisfied Vanquis had a contractual right to cancel the ROP after providing 30 days notice, which it did in this instance.

Notwithstanding this contractual right, it is up to Vanquis to decide which products and services it offers its customers. It would be unreasonable for me to insist that Vanquis continues to provide ROP, or any other general product or service it is not actually required to offer, to its customers. I accept that it is unlikely that Ms W was explicitly told when she took out the ROP that it could be cancelled with 30 days' notice, but I'm not persuaded this was something Vanquis had to explicitly set out verbally. It is for these reasons that I do not consider there are sufficient grounds to uphold this aspect of Ms W's complaint.

Ms W's third complaint point is that she believes Vanquis has made excessive and unreasonable attempts to contact her about making repayments to her account since the ROP period has ended. Once the ROP period ended, Ms W would be required to restart repayments to the credit card account. When the ROP claim period ended Ms W's circumstances hadn't changed and it was merely because there was a maximum claim period, as referred to above already, that resulted in Ms W being required to resume repayments to the account.

As also referred to above, Vanquis is required to consider Ms W's circumstances fairly and with forbearance and due consideration. To understand Ms W's circumstances it would not be unreasonable to expect Vanquis to contact Ms W and discuss her circumstances and whether she was in a position to resume repayments to her account. Vanquis has provided details of the attempts it made to contact Ms W, through calls, email, letter and/or text messages. There were a number of unsuccessful attempts to contact Ms W but considering the time period these were spread over, approximately 5 months, I do not consider this to be an unreasonable amount.

I appreciate Ms W disagrees with this and believes there were significantly more attempts, but I have not seen sufficient evidence to persuade me of this. Ms W has provided copies of other telephone numbers that attempted to contact her on her mobile, but it is not clear that these are actually from Vanquis and the number doesn't appear to match the number which is from Vanquis.

While I again acknowledge the difficult financial position I'm sure Ms W is in, from the evidence presented in this case I am not persuaded Vanquis's attempts to contact her were unreasonable or excessive.

Having very carefully considered all that has been presented by the parties in this complaint, there is one aspect of the complaint that I am unable to consider as it has been referred too late. Having considered the two remaining points, I am not persuaded there are sufficient

grounds to uphold them.

Finally, I note that Vanquis has recently changed the way it will contact Ms W and that Ms W has been referred to a specialist team within Vanquis. From what Ms W has told us about her circumstances and her ongoing health issues, it is unlikely that Ms W's financial situation will improve significantly in the immediate future. I remind Vanquis of its obligations to treat Ms W fairly and reasonably when considering her ability to make the required monthly repayments. And I urge the parties to work together to find an agreeable and acceptable way forward.

My final decision

My final decision is that I do not uphold Ms W's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 17 July 2023.

Mark Hollands
Ombudsman