

## **The complaint**

Ms C complains about a credit card account she had with Vanquis Bank Limited. More specifically, I understand Ms C is unhappy about the sale of the policy to her and because she says she never received the benefits from the Repayment Option Plan (ROP) product on her credit card account, as she was unaware she could claim against it.

Ms C is also unhappy that Vanquis withdrew the ROP and passed her credit card account to a third party.

## **What happened**

Ms C had a credit card account with Vanquis and that account had ROP applied to it. ROP is an additional product on the credit card account that allows consumers, in certain circumstances, to defer payments on their account during periods of financial hardship. Ms C complained to Vanquis in 2019 that she was unaware she could claim on the ROP product. Ms C had referred to periods of sickness and was unhappy that she was not able to claim against the ROP for those periods.

Vanquis responded to Ms C's complaint and explained why it did not consider it should be upheld. In that letter, Vanquis explained that Ms C should have been aware that the ROP product was included within her account and that she had the right to cancel the ROP if she wanted to. Vanquis also referred to the ROP terms and conditions it said were sent to Ms C and these would have referred to the benefits of the ROP product and when she could make a claim.

Vanquis's letter explained that should Ms C remain unhappy, she had six months to refer her complaint to our service.

Ms C did refer her complaint to our service and also complained about Vanquis removing ROP as a product from her credit card account and that her credit card account has now been passed to an external collection agent. But Ms C did not refer her complaint to our service until March 2024, and therefore outside the six month referral period set out in Vanquis's final response letter.

Vanquis objected to our service considering the issues it had addressed in its final response letter. One of our investigators explained why our rules did not allow us to consider those issues now. But we could consider the issues not included in Vanquis's final response letter. Having considered those points, the investigator explained why she did not consider they should be upheld and why she did not find that Ms C had been treated unreasonably by Vanquis.

Ms C did not accept those findings and asked for her complaint to be reviewed. The complaint has now been passed to me to review and I have set out my findings below on this complaint.

However, I have set out in a separate decision why there are aspects of this complaint that I do not have the power to consider.

## **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 have come to the same overall conclusions as the investigator for what are broadly the same reasons.

Ms C is unhappy that Vanquis has now removed the ROP from her credit card account and that the account has been sold to a third party collection agent. The investigator sent Ms C a copy of the terms and conditions of her agreement with Vanquis and this includes specific terms relating to the ROP. These set out that Vanquis can cancel a customer's ROP and while I appreciate Ms C may be unhappy about the ROP being cancelled, I do not consider Vanquis acted unreasonably here by cancelling the ROP and it has acted within the agreed terms of Ms C's account.

The account terms and conditions also refer to Vanquis being able to *assign this agreement or transfer any of our rights or responsibilities to any company or person who is licensed under the Consumer Credit Act 1974*. I again note that Ms C is unhappy about her account being sold to a different party, but I am not persuaded Vanquis has acted unreasonably here as the account terms Ms C agreed to when taking out the credit card account allow Vanquis to sell the account to a different party.

## **My final decision**

I appreciate my decision here will come as further disappointment to Ms C but for the reasons set out above, my final decision is that I do not uphold Ms C's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 27 August 2024.

Mark Hollands  
**Ombudsman**