

complaint

Mr W complains that he was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited but he remembers agreeing to Payment Protection Insurance (PPI). He is also unhappy that Vanquis did not respond to his initial complaint.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. She concluded that the policy was a Repayment Option Plan (ROP) and not PPI because PPI was not available for the account. She was satisfied that the terms of the ROP and the fact that it was optional were explained to Mr W during a telephone call, that the terms were sent with the card and the charge for it was outlined on the account statements.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr W and the business have provided.

Mr W opened a Vanquis credit card in 2005 and the bank says he was informed during a phone call about the ROP facility and agreed to take it. I consider that it is more likely than not that Vanquis followed the same procedure as it follows with all of its credit card customers, and read from a script to Mr W during the telephone call. The script outlines the costs and benefits of the ROP and the fact that it is not compulsory. It is also explained in the terms and conditions of the account and the Welcome Pack that was sent to him when the account was opened. The charge for the plan was also clearly shown on each of Mr W's monthly statements and, if he did not understand it, I would have expected him to query it rather sooner than he did. I am therefore not persuaded that the ROP was mis-sold to Mr W.

I understand Mr W's frustration, in that he raised his concerns about the ROP with Vanquis in October 2012 but did not receive a reply. Unfortunately, I am unable to say why, but it does not appear that Vanquis received this letter and no contact has been recorded on the file since 2011.

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W either to accept or reject my decision before 1 October 2013.

Karen Wharton

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

Where there is a dispute about what happened, I have based my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in the light of the evidence.

I accept that Mr W may not now remember the telephone conversation, due to the passage of time, but he says he did agree to insurance because he considered it would improve his chances of being accepted for the card.

Vanquis has provided this Service with a list of its communications with Mr W and also copies of his statements. These show that Mr W used the account infrequently throughout 2010 and he asked to close it at the end of 2010.

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.