

## **complaint**

Mr P complains he was mis-sold a Repayment Option Plan (ROP) and Identity Theft Alert product (ITA) by Vanquis Bank Limited.

## **background**

Mr P applied for a Vanquis credit card in 2011 and was phoned by Vanquis shortly after he'd made the application. During that call, Mr P took out a ROP and ITA.

Mr P says the ROP and ITA were mis-sold because he didn't understand what he was being sold. So he complained to Vanquis.

Vanquis said that the ROP and ITA were discussed on the call with Mr P and chosen by him. After the call, a welcome back was sent to Mr P with his card and this contained information about the ROP and ITA. And the charges for these products were both shown on Mr P's statements. So it didn't uphold Mr P's complaint.

The adjudicator didn't think that all of Mr P's complaint should be upheld. She listened to the call recording when the ROP and ITA were sold to Mr P. And she felt that the costs and benefits for the ROP were clearly explained during the call and further information was included in the welcome pack. So she didn't think that the ROP had been mis-sold.

In relation to the ITA, she agreed with Mr P that the ITA had been mis-sold. This was because she didn't feel that the adviser gave enough breaks during the call to check that Mr P understood what he was being sold and whether he actually wanted it.

Vanquis responded to our adjudicator to agree to refund the ITA to Mr P, so I don't comment on this part of Mr P's complaint any further.

Mr P disagrees with the conclusions of the adjudicator. He says that he didn't give informed consent to take out the ROP, wasn't sure which card they were discussing and had been distracted during the call as he was at work. Mr P also says that these products are PPI by another name, the costs weren't clear and the explanation of the product was very long. So he wants Vanquis to refund the ROP as well as the ITA payments to him.

## **my findings**

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 to tell Mr P that I think the adjudicator has reached the right outcome here. And I think the adjudicator's set out the position very clearly so there's very little I can add to what the adjudicator has already said.

Because Vanquis has agreed to refund the ITA to Mr P, I don't comment on this part of Mr P's complaint any further.

In relation to the ROP, I've listened to the activation call recording between Mr P and Vanquis. Mr P was phoned by Vanquis in May 2011. A member of staff explained that the bank was calling to complete his credit card application. She asked him if he was ok to speak and Mr P said he was.

On this call, the bank asked Mr P whether he wanted to take out the ROP. The bank explained the costs and benefits of the ROP and said that it was optional. It also said that it hadn't given Mr P a recommendation based on his needs.

Listening to the call recording, I think Mr P was given the information that he needed to make a decision about adding the ROP to his credit card. The member of staff explained that the ROP wasn't an insurance product – it allows an account holder to freeze their account in certain circumstances. And I agree with this – the ROP is not a PPI product.

Vanquis told Mr P that he would receive further information about the ROP with his information pack and that he could cancel it any time. And the cost of it was shown in his account statements, so Mr P should've known that he was paying for the ROP each month.

Taking this into account, I don't think that the ROP was mis-sold to Mr P.

### **my final decision**

For the reasons above, I don't uphold the part of Mr P's complaint concerning ROP.

In relation to the part of Mr P's complaint about the ITA, Vanquis Bank Limited should put things right as it's offered to do, by:

- cancelling the ITA, if it has not already done so;
- refunding all ITA charges from the date the ITA started until it was cancelled; and
- paying Mr P 8% simple interest for each monthly payment from the date of first debit of ITA fees to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 September 2015.

Rebecca Ellis  
**ombudsman**