

complaint

Miss T, represented by a claims management company, complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to her when she opened a credit card account with Vanquis. Miss T asks that Vanquis refunds all fees and interest that she has paid under the ROP.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld, saying that Vanquis provided Miss T with sufficient information to enable her to understand the ROP before she agreed to it. Miss T did not agree, saying that Vanquis misled her when it told her that the ROP would cover her when she left university and no longer received a monthly bursary.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss T and Vanquis have said and provided.

The repayment option plan is not an insurance policy, so the rules and guidelines relating to the sale of regulated insurance products are not relevant here. I am satisfied from the evidence that Miss T agreed to the ROP during a telephone call and that she was sent information about the plan and the terms and conditions. Due to the length of time passed, there is no recording of the call when Miss T agreed to the plan. I have considered the evidence which is available, including copies of the script used by the sales representatives and the notes about Miss T's credit card application. I am not persuaded from the evidence that Vanquis misled Miss T when she agreed to the ROP.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss T either to accept or reject my decision before 30 August 2013.

Ruth Stevenson

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.

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.