

complaint

Miss W complains that Vanquis Bank Limited continued to charge her for a Repayment Option Plan (ROP) after she had activated it for the maximum period and she had asked it to cancel the ROP.

our initial conclusions

The adjudicator recommended that the complaint should be upheld, saying that Vanquis should not have continued to apply the ROP charge after Miss W had entered into a repayment plan in January 2010. Vanquis had refunded the ROP charge from February 2010 to May 2011 and the adjudicator recommended that Vanquis refund the ROP charge for January 2010, pay interest on the ROP charges from January 2010 and pay £100 compensation to Miss W for her distress and inconvenience. Vanquis did not respond to the adjudicator's opinion.

my final decision

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

I am satisfied that while Miss W had activated the ROP for the maximum period for one event, the terms of the ROP allowed her to activate it again for a different event. So I am not persuaded that Vanquis should have cancelled the ROP when the activation period ended. While Miss W says she tried to cancel the ROP at that time, I am not persuaded from the evidence that Vanquis received her request. Vanquis has a duty to respond positively and sympathetically when told a customer is in financial difficulties. I am not persuaded that it did this when it applied the ROP charge during the repayment plan. I find that the compensation recommended by the adjudicator is fair and reasonable in the circumstances.

My final decision is that I uphold this complaint. In full and final settlement of it, I order Vanquis Bank Limited to pay to Miss W (a) an amount equal to the ROP fee for January 2010, (b) interest at 8% simple on each ROP fee charged in and after January 2010 from the date the fee was charged to the date the fee was refunded, and (c) £100.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss W to accept or reject my decision before 11 July 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.