

complaint

Ms A complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to her when she took out a credit card in 2004. Ms A says that Vanquis did not explain the feature and she was not aware it was optional.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. Vanquis was unable to provide the actual call recording due to the time elapsed but did provide a copy of the script used at the time the account was opened. He was satisfied that Vanquis adequately informed Ms A of the benefits and costs of ROP and did explain that it was optional. The adjudicator was also satisfied that Vanquis was not obliged to check whether the ROP was suitable for her needs as it is not an insurance product. Ms A is still unhappy and wants the payments refunded plus interest.

my final decision

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

I am satisfied, on balance, that Vanquis explained ROP as an optional feature of the product. I think it likely that it followed its usual script at the time the account was opened. I also consider it provided sufficient information to enable Ms A to understand the product, which she subsequently agreed to.

The charge for ROP is separately itemised on the monthly credit card statement and the terms and conditions provided explain how to cancel it. It is not unreasonable to expect that any concerns with regards suitability should have been raised much earlier and the feature cancelled if it was not suitable for Ms A's needs.

I conclude that Vanquis has done nothing wrong and I cannot properly require it to refund the ROP charges on these grounds.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms A either to accept or reject my decision before 14 November 2013.

Andrew McQueen

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 the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

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.