

complaint

Ms A complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to her when she took out a credit card. Ms A says that Vanquis presented the ROP as a compulsory product and did not explain it to her. She also complains about Vanquis' response to her complaint and the time it took, and that it increased her credit limit without her request.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. He was satisfied that Vanquis adequately informed Ms A of the benefits and costs of ROP, and explained that it was an optional feature of her account. He 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. In his view, Vanquis did increase her credit limit but provided reasonable notice for Ms A to refuse. It responded to her complaint in a timely manner and cannot be held responsible for any postal issues. Ms A is still unhappy.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms A and Vanquis have provided. Having done so, I am satisfied that Vanquis explained ROP as an optional feature of the product. It provided sufficient information to enable Ms A to understand the product, which she subsequently agreed to and activated.

I am also satisfied that Vanquis provided reasonable notice of the credit limit increases and that Ms A had the opportunity to refuse these.

The Financial Ombudsman Service has no regulatory function in relation to Vanquis. I am satisfied however that the bank responded reasonably to Ms A's complaint. It did so in line with the rules set out by its regulator the Financial Conduct Authority (formerly the Financial Services Authority).

I conclude that Vanquis has done nothing wrong so I don't require it to do anything further.

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 15 October 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

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.