

### **complaint**

Miss A complains that Vanquis Bank Limited added a repayment option plan (ROP) to her account without her consent. She says she would not have agreed to it as it is unsuitable for her circumstances.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. He considered that when Miss A opened her account, Vanquis had explained the ROP to her, made it clear that the plan was optional, and she had agreed to take it out.

Miss A is not happy to accept the adjudicator's recommendation. She says that customers are charged different amounts for ROP.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss A and the business have said and provided. Vanquis has provided a copy of the plan terms and conditions and the telephone script used by its representatives when Miss A took out the ROP. It explains that the plan is not an insurance product, it is optional, and its features are set out by its representatives when speaking to customers before the customer agrees to take it out. This information is also included in the welcome pack Vanquis sent to Miss A with her credit card. The terms provide for the ROP to be cancelled at any time, and the charges are set out on each account statement. Miss A could have cancelled the plan earlier, but chose not to. I find nothing to indicate that Vanquis did not follow its usual procedure in this case, and it would therefore have given Miss A sufficiently clear information about the plan - including the benefits and costs – in order for her to have been able to make an informed decision. In all the circumstances, I do not find that she was mis sold the ROP, and I do not consider that it would be fair or reasonable to require Vanquis to refund the plan charges.

**My final decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss A either to accept or reject my decision before 2 July 2013.**

*Rosemary Lloyd*

*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**

In response to the adjudicator's view, Miss A has queried the different amounts charged to customers for ROP. This is a new issue, and Miss A will need to raise an additional complaint with Vanquis if she wishes to take it further.

#### **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.