

### **complaint**

Ms D complains that she was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited. Ms D is represented in her complaint by an advisor, K.

### **our initial conclusions**

Our adjudicator did not recommend that the complaint should be upheld. She concluded, in summary, that ROP was not a payment protection insurance (PPI) product and was therefore not covered by the same selling rules. She was satisfied that Vanquis followed its normal process in offering ROP to Ms D, and that its nature was explained in the credit card terms and conditions provided. On behalf of Ms D, K has not accepted the adjudicator's conclusions. It says, in summary, that it is for Vanquis to prove that Ms D was not misled about the nature of the ROP - by providing a copy of the relevant telephone conversation.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Ms D, K and the business have provided. Having done so, I have reached the same conclusions as the adjudicator, and for the same reasons.

The ROP offered by Vanquis was not an insurance product - involving the insurer paying credit card repayments on Ms D's behalf. Instead, it allowed a cardholder to choose to freeze repayments, interest and default charges for a period. As the adjudicator has already explained, this means that the sale of an ROP is not covered by the same rules as PPI.

I have reviewed the standard scripts used by Vanquis staff when activating a credit card, and the card terms and conditions. I am satisfied that the nature of the ROP is adequately explained in these. It is not fair and reasonable to expect Vanquis now to have a recording of the relevant call. There is no requirement for recordings to be made. If they are made, they are usually only kept for six months. Based on the evidence presented, I am satisfied that the ROP was not mis-sold.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Ms D either to accept or reject my decision before 10 February 2014.**

*Malcolm Rogers*

*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.