

### **complaint**

Miss G complains that Vanquis Bank Limited mis-sold her a Repayment Option Plan (ROP) when she applied for a credit card. She wants a refund of all the ROP payments she has made.

### **our initial conclusions**

Our adjudicator did not recommend that the complaint should be upheld. She concluded, in summary, that the nature of the ROP was explained to Miss G in the telephone call when she agreed to take it out and that relevant information was also provided in the credit card terms and conditions document provided to Miss G. She explained that the ROP was not the same as Payment Protection Insurance (PPI) and the rules relating to its sale differed from PPI.

Miss G did not accept the adjudicator's conclusions. She said, in summary, that she did not remember being told on the telephone by Vanquis that the ROP was optional or cancellable and that she had not been provided with enough information about the ROP before making a decision.

### **my final decision**

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

Having reviewed both the credit card terms and conditions and the script used by Vanquis staff, I am satisfied that the nature of the ROP was adequately explained to Miss G and in particular, that it was both optional and cancellable. The monthly fee was shown on Miss G's monthly statements and if she was uncertain about its nature she could have contacted Vanquis at any time. Miss G may not have used the ROP facility, but it was available for her to do so had she needed it and I, therefore, consider it fair and reasonable for Vanquis to have charged for the ROP.

As the adjudicator has already explained, the ROP is not PPI and the rules relating to its sale are different from PPI products.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss G either to accept or reject my decision before 22 November 2013.**

*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.