

### **complaint**

Miss G complains that Vanquis Bank Limited mis-sold her a Repayment Option Plan ('ROP') with her credit card. She wants the payments to be refunded.

### **our initial conclusions**

The adjudicator recommended that the complaint should not be upheld. She concluded that the ROP is not an insurance product. She considered that Vanquis had provided Miss G with enough information to allow her to understand the ROP product she was buying. Miss G did not agree.

### **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.

Miss G says that Vanquis should not have sold her the ROP as it was not suitable for her needs. I find that the ROP is not an insurance product and Vanquis is not required to sell it in accordance with the General Insurance Standards Council's Code of Practice or the Financial Service Authorities Conduct of business Sourcebook. The responsibility rests with Miss G to decide if she wants the product. The script of the phone call used by Vanquis when the ROP was first discussed with Miss G sets out the features and benefits of the product. The terms and conditions provided to Miss G when the ROP was put in place state that it is optional and can be cancelled by the customer at any time. The charge for the ROP appeared on Miss G's statement every month until the product was cancelled in 2012. In 2009 Miss G discussed a possible claim under the ROP with Vanquis. On balance, I conclude that Vanquis provided Miss G with enough information for her to understand the terms of the ROP and that she was aware it had been added to her account. I find that the bank has not made an error in selling the ROP to Miss G.

**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 G either to accept or reject my decision before 30 July 2013.**

*John Thornton*

*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 must 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 and returns the signed acceptance card to us 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.