

### **complaint**

Miss W complains that Vanquis Bank Limited mis-sold her a Repayment Option Plan ('ROP'). She'd like Vanquis to refund the money she paid for the plan.

### **our initial conclusions**

Our adjudicator didn't recommend that the complaint should be upheld. She said, in summary, that Vanquis had given Miss W enough information for her to understand the ROP. She'd agreed to it. Vanquis wasn't required to advise Miss W on the suitability of the plan for her. Miss W is unhappy with the adjudicator's view, so the complaint's been passed to me.

### **my final decision**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same conclusion as the adjudicator, for similar reasons.

Vanquis no longer has a recording of the phone call in which the ROP was sold in 2009. I don't consider that unreasonable. But I've seen the phone script that I'm satisfied it would have used. When the ROP was first mentioned, Miss W would already have been told her application for the card had succeeded. So I think she'd have known she didn't need to take it in order to get the card. The script ran through the main features of the ROP. This included the fact that it wasn't compulsory, and the cost and benefits. It was up to Miss W to decide whether the ROP was suitable for her needs. I'm satisfied, on balance, that Vanquis gave her enough information about the ROP for her to be able to understand it, and that she agreed to it.

Payments for the ROP were shown on Miss W's credit card statements. So she'd have known she was paying for it. The terms and conditions which Vanquis would have sent with the card showed that Miss W could cancel the ROP at any time. She didn't do so. I'm sorry to disappoint Miss W, but it follows that I can't reasonably require Vanquis to refund the money she paid for the ROP.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss W either to accept or reject my decision before 5 October 2015.**

*Juliet Collins*

*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 – that is what I consider is most likely to have happened, given the evidence that is available 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 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.