

complaint

Mr W complains Vanquis Bank Limited added a Repayment Option Plan (ROP) to his credit card account without telling him.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. He concluded it likely Vanquis told Mr W about the ROP plan but he'd forgotten due to the passage of time.

Mr W disagreed. He says Vanquis hasn't proved he agreed to the plan because it doesn't have a recording of the call when the account was opened. And he doesn't remember receiving statements showing charges for the ROP. He wants a refund of all charges with interest. Mr W made new complaints about how Vanquis treated him when he was experiencing financial difficulties. Vanquis hasn't considered this yet so my decision is only about the setting up of the ROP.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr W and Vanquis have provided.

Mr W says the ROP wasn't discussed on the phone when he opened the account. Unfortunately, due to the passage of time, Vanquis doesn't have a recording of this call. And it wouldn't be fair to require it to keep recordings indefinitely. Vanquis supplied a copy of the script its advisers use. It explains the ROP, including that it's optional. The ROP is also explained in the terms and conditions. Mr W may not have read these thoroughly but I find, on balance, Vanquis did enough to bring the ROP to Mr W's attention and it is likely he agreed to it.

Charges for the ROP are shown on Mr W's statements and he could have cancelled it much earlier. He may not remember receiving these, but I can't reasonably conclude this was the bank's fault.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W either to accept or reject my decision before 1 May 2014.

Michael Ranaghan

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.

A Repayment Option Plan allows a customer to freeze his repayment options if they are experiencing financial difficulties.

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.