

complaint

Mr H and Miss S say Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to Miss S. They want Vanquis to refund the monthly cost, and the associated charges such as the over limit fee. They are also unhappy with Vanquis' investigation into the sale.

our initial conclusions

Our adjudicator didn't recommend that the complaint should be upheld. He said Vanquis had given Miss S enough information for her to understand the ROP. And she'd agreed to it. Vanquis wasn't required to advise Miss S on the suitability of the plan. Mr H and Miss S disagree, saying the review hasn't been impartial and Miss S never agreed to take out the ROP.

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.

I've listened to the call recording. Vanquis explained that the ROP was optional; set out the cost and benefits of the plan; and explained the cancellation rights. It also told Miss S she'd be sent the full terms and conditions as part of her welcome pack, and she should check it was right for her. Miss S agreed on that call to add the ROP to her account, and Vanquis confirmed back to her she'd opted to take it. I note Mr H has told us Miss S wasn't listening to everything on that call but I can't fairly hold the bank liable for that.

I'm satisfied that Vanquis gave Miss S enough information for her to make an informed decision about the ROP. ROP isn't an insurance product so Vanquis didn't have to check the plan was suitable for Miss S. It was for her to decide whether it was suitable and whether she wished to take it. It follows that I can't fairly tell Vanquis to refund the monthly cost, or any associated fees. I could find no evidence that Vanquis had mismanaged Miss S's complaint; it met all regulatory requirements for complaint handling.

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H and Miss S either to accept or reject my decision before 27 November 2015.

Rebecca Connelley

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.