

## **complaint**

Miss M complains that Vanquis Bank Limited ("Vanquis") mis-sold her a Repayment Option Plan ("ROP") when she applied for a credit card in November 2011. Miss M would like the charges she paid for the ROP to be refunded.

## **background**

The adjudicator did not consider the complaint should be upheld. A recording of the call between Miss M and Vanquis in which the ROP was sold is no longer available. However, the adjudicator was satisfied on balance that Miss M was told about the ROP and most likely agreed to it. The adjudicator also considered that as the charges were clearly set out on Miss M's credit card statements, she could have raised a complaint about the product earlier if she was unhappy about it. Miss M says she does not recall agreeing to the ROP, and thought the references on her statements were about late payment charges.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Because Miss M made her credit card application in November 2011, it's not been possible to listen to a recording of her conversation with Vanquis from that time. However, Vanquis has provided this Service with a copy of the script used by its representatives in such conversations. This script makes it clear that the ROP is optional, and gives information about its features and cost.

Where the evidence is incomplete, inconsistent 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 wider circumstances.

Having done so, I agree with the adjudicator that it's most likely that the consultant did tell Miss M about the ROP and that she agreed to take it out with the credit card. I note Miss M's regular credit card statements also included clear references to the ROP and charges for it.

While I appreciate that Miss M says she did not understand what those references on her statements meant, she could have queried them with Vanquis at any point, and cancelled the ROP if dissatisfied. Because I consider she was given information about the product, agreed to take it out and then did not query or cancel it, I do not consider that the ROP was mis-sold, and I do not uphold this complaint.

## **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 15 February 2016.

Catherine Wolthuizen

**ombudsman**