

### **complaint**

Mr D complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP) when he took out a credit card with it in May 2010. He would like it to refund the ROP payments, together with interest.

### **our initial conclusions**

The adjudicator did not consider that this complaint should be upheld. She acknowledged the call recording provided by the bank was not of the best quality. But having reviewed it, together with the bank's script, she considered the bank did give sufficient information about the ROP and Mr D agreed to the plan. Mr D says the content of the sales script can't be heard on the recording and the adjudicator's findings are speculation.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr D and the bank have provided. 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 wider circumstances. Having done so, I come to the same conclusion as the adjudicator for broadly the same reasons.

The relevant call recording between Mr D and the bank is distorted and inaudible in a number of places. Mr D disputes those parts of the call where it is alleged he accepted the ROP. He says it is not possible to transcribe a call that is inaudible. But having listened to the call and having considered the sales script used by the bank, I am satisfied on balance Mr D did agree to take out the ROP in the call.

The bank says full information about the ROP was included in the welcome pack sent to Mr D with his card and the cost of the plan was itemised on his monthly statements. And whilst Mr D says he thought the reference to the ROP on his statements was for his minimum payments and/or he did not know what it was, I cannot reasonably hold the bank responsible for that.

I appreciate my decision will come as a disappointment to Mr D who feels very strongly about this issue, but I find on balance the bank did not mis-sell him the plan.

### **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 D either to accept or reject my decision before 23 December 2014.**

***Naseem Malik***

*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**

Mr D says he believes subsequent recordings of calls he made to the bank are relevant to his complaint. And he asked for the final decision in this complaint not to be made until this service considered those calls. But as these calls were made later, I do not consider them to be material to Mr D's complaint.

#### **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.