

complaint

Mr B complains that he was mis-sold the Repayment Option Plan (ROP). He says he felt pressured by Vanquis Bank Limited into taking it and that, when he tried to cancel it, the bank persuaded him not to. He would like a full refund of the plan premiums and interest.

our initial conclusions

Our adjudicator did not recommend that this complaint should be upheld. She explained that the policy sold was a ROP, and not Payment Protection Insurance. She thought that it was likely that Vanquis had not departed from its sales script, which explained that the policy was optional; as did the terms and conditions provided to Mr B, which also set out the plan cost and benefits. Overall, she considered that Vanquis had given Mr B sufficient information to enable him to understand the ROP, and that he had not been pressured into having it or maintaining the plan.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and Vanquis have said and provided. Having done so, I agree with our adjudicator that this complaint should not be upheld, and for the same reasons.

Mr B says that he spoke to a member of Vanquis staff and felt bullied into taking out the ROP. However, although Vanquis cannot now provide a copy of the call, it has provided a copy of the sales script used by its representatives. I have carefully considered what Mr B has told us about the sales process, but I find it more likely than not that the representative followed the script, which states that the ROP was optional, and also outlined its cost and benefits. The account terms and conditions also state that the plan is not compulsory and can be cancelled at any time, and confirm that the eligibility to take out the ROP began after Mr B had been approved to open the account. So I am not persuaded that Mr B's acceptance of the ROP plan (or not) would have impacted on his ability to obtain a credit card, and I am also not persuaded that the bank pressured him into agreeing to the ROP, or stopped him when he tried to cancel it. It follows that I am not persuaded that Vanquis did anything wrong, or that the ROP was mis-sold such that the bank should be required to refund the plan charges Mr B paid.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 13 August 2013.

Claire O'Connor

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.