

### **complaint**

Miss B complains about the Repayment Option Plan (ROP) which Vanquis Bank Limited sold her in connection with her credit card. She believes the plan was mis-sold, as she did not agree to it and it was not suitable for her personal circumstances.

### **our initial conclusions**

Our adjudicator recommended that this complaint should not be upheld. He concluded that on balance Miss B probably had agreed to the ROP when it was added to her account, but that she had since quite understandably forgotten. Miss B responded to reiterate her initial arguments as to why she believed the ROP had been mis-sold.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss B and Vanquis have said and provided.

Vanquis has told us that Miss B agreed to the ROP facility being applied to her account during a telephone conversation in January 2007. The bank has provided us with a copy of the credit card terms and conditions and the script used by its representatives during the card acceptance telephone call. I have carefully reviewed these. Having done so, it seems to me likely that the features of the plan were described to Miss B; the script and card terms describe the ROP, the benefits and its cost, and explain that it is not compulsory. Miss B was under no obligation to take out the plan, and I do not think the description of it, nor the script that was read out during the telephone call, would have likely given her that impression. I am satisfied that Vanquis gave Miss B enough information to enable her to understand the ROP and assess whether it was something she wanted. Vanquis has also told us that the features of the plan would have been sent to Miss B with the welcome pack she received when she took out the card. It follows that I think it more likely than not that Miss B agreed to the plan knowing its features and cost. On balance, like our adjudicator, I consider it more likely than not that Miss B did agree to the ROP and I am not persuaded that Vanquis should be required to refund the ROP charges paid by Miss B.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss B either to accept or reject my decision before 14 May 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**

It is unfortunate that Vanquis has been unable to locate the original telephone call. But this service has assessed a number of cases similar to this, where call recordings have been available, and from this information it seems likely that Vanquis' advisers consistently read the script verbatim.

Miss B has told us that she has never taken insurance, and she considers this supports her complaint that she did not agree to the ROP. I note that our adjudicator has explained that a ROP is not an insurance product. Vanquis was therefore not required to sell it in accordance with the General Insurance Standards Council's Code of Practice, or the Financial Service Authority's Insurance Conduct of Business Sourcebook which has been applied more recently.

I would also note that the cost of the plan has been itemised on each monthly statement that Miss B would have received.

### **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.