

complaint

Mr W complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to him when he took out a credit card in 2005. He also complains that he attempted to cancel the plan when he realised it had been applied but that Vanquis would not cancel it.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld as he considered sufficient information had been given to Mr W when he was offered the plan and further details were sent to him after the account was opened. Nor did our adjudicator consider that Mr W had attempted to cancel the plan previously.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr W and Vanquis have provided.

I have listened to a recording of the phone call when Vanquis offered the ROP to Mr W. Having done so, I am satisfied that the purpose of the plan was explained clearly along with circumstances under which it could be activated and the cost. I am also satisfied that Mr W was not forced into accepting the ROP as he has said he was. Having reviewed the rest of the file, I am satisfied that Mr W received the terms and conditions for the ROP following this phone call as they would have been attached to the credit card he received. In the circumstances, I cannot say he was mis-sold the ROP.

I have seen no compelling evidence that Mr W contacted Vanquis to cancel the ROP prior to March 2012. As such, I am satisfied that he did not try and cancel it until March 2012. As he was charged a monthly fee and this appeared on his statement, I would have expected Mr W to question the fact that he was paying the ROP sooner if he had tried to cancel it.

Given the above, I agree with our adjudicator that Vanquis has done nothing wrong in this case and that it would not be appropriate to require it to refund the ROP charges.

My final decision is that I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W either to accept or reject my decision before 7 January 2014.

Nicolas Atkinson

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 W has made a number of other complaints about Vanquis whilst we have been dealing with this one. We have explained to Mr W that he must give Vanquis an opportunity to deal with these other complaints before we can look into them. I am, therefore, only dealing with his complaint that he was mis-sold the ROP and that he tried to cancel it but this was not done.

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.