

complaint

Mr W complains that he was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited. He says that he did not agree to it because it was not suitable for his circumstances.

our initial conclusions

Our adjudicator did not recommend that this complaint should be upheld. He concluded that the plan was a Repayment Option Plan (ROP) and not PPI, as Mr W had originally suggested. He was also satisfied that Vanquis had given Mr W enough information to assess whether the ROP was suitable for him during a telephone call when he applied for the credit card. Mr W responded to say, in summary, that he did not agree to have the plan.

my final decision

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

Where there is a dispute about what happened, I have based my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in the light of the evidence.

Mr W opened a Vanquis credit card in 2009 and the bank says he was informed during a phone call about the ROP facility and agreed to take it. I consider that it is more likely than not that Vanquis followed the same procedure as it follows with all of its credit card customers, and read from a script to Mr W during the telephone call. The script outlines the costs and benefits of the ROP and the fact that it is not compulsory. It is also explained in the terms and conditions of the account and in the Welcome Pack that was sent to him when the account was opened. I am also satisfied that the charge for the plan was clearly shown on each of Mr W's monthly statements and, if he did not understand it, I would have expected him to query it rather sooner than he did. I am not therefore persuaded that the ROP was mis-sold.

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 W either to accept or reject my decision before 13 August 2013.

Karen Wharton

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.