

### **complaint**

Mr Q complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP), when he opened a credit card account with Vanquis, because it did not fully explain the terms and conditions to him. Mr Q would like Vanquis to refund all the ROP payments that he has paid.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. Her view was that Vanquis had given Mr Q sufficient information to enable him to understand the ROP during a phone call, and he agreed the terms and conditions when he signed up for it. So she did not consider Vanquis should refund the ROP payments. Mr Q disagrees. He says he wouldn't have paid for the ROP if anyone had said it wasn't an insurance product and it did not make payments on his behalf.

### **my decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr Q and Vanquis have provided. I've listened to three recordings of phone calls between Mr Q and the bank, including the call which took place over two years ago, when Mr Q agreed to take out the ROP. It's unsurprising that Mr Q has forgotten exactly what was discussed then. But I am satisfied that the bank does say that a ROP is optional, and it is not an insurance product and it won't pay off an outstanding balance. The bank explains some of the circumstances in which Mr Q could activate the plan. It asks if he wants to run through the full list of circumstances under which he could freeze his account, or if he'd prefer to receive details by post. Mr Q asked for the information to be posted. So I can't reasonably find that Vanquis misled Mr Q when he agreed to the ROP.

It's not an insurance product so it was up to Mr Q to decide on suitability. There are circumstances under which he could activate the plan even though he is self employed. And Vanquis sent him claim forms to complete. So I don't find that the bank acted unfairly or unreasonably when it sold him the ROP. In these circumstances, I consider Mr Q is liable to pay for the benefit of having the ROP and I can't fairly order the bank to refund him the charges he's paid.

**For these reasons, my decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr Q either to accept or reject my decision before 17 January 2014.**

*Susan Webb*

*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.