

### **complaint**

Mr S complains that Vanquis Bank Limited didn't cancel a Repayment Option Plan (ROP) when he asked it to. So he'd like Vanquis to refund the money it continued to charge him for the ROP.

### **our initial conclusions**

It's not disputed that Mr S took out the ROP - but he says he cancelled the plan within a month of trying it. Vanquis says it has no record of this. Our adjudicator did not uphold the complaint. Mr S disagreed with the adjudicator's opinion so the complaint has been passed to me.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr S and Vanquis have provided. I have no reason to doubt that Mr S is certain of his facts, but I must look at all the evidence. I can't uphold his complaint just on the basis of what he says. This is because in this sort of situation where the facts aren't agreed I need to see some independent evidence to show he's right. And I must look impartially at all the information before making a decision.

It was up to Mr S to tell Vanquis if he wanted to cancel the ROP – but the bank has no record that prior to making this complaint he ever did this. And it appears that last year, when Mr S was able to benefit from the ROP and avoid charges he would otherwise have incurred on his account, he was happy for it to continue. I've also taken into account that the charge for the ROP appeared on Mr S's monthly statements. So it seems to me unlikely that Mr S thought he'd already cancelled the ROP. I think it's more likely he may be confusing this product with something else.

And when Mr S complained and it was clear he didn't want the ROP, Vanquis cancelled it straightaway. So, I agree with our adjudicator that, looked at overall, I can't fairly and reasonably find that Vanquis has done anything wrong.

**My final decision is that I do not uphold Mr S's complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr S either to accept or reject my decision before 15 June 2015.**

*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.