

complaint

Mr N complains that Vanquis mis-sold its Repayment Option Plan (ROP) on his credit card, saying he had to have it for 12 months before it could be removed.

our initial conclusions

The adjudicator did not recommend that the complaint was upheld, saying that the script read to customers and the terms of the account had explained that the ROP was not compulsory. The monthly charges were itemised on statements. Mr N disagreed, saying he had been told that he could not have the credit card unless he also agreed to the ROP. Vanquis had been very unhelpful and ripped him off by imposing diabolical charges. He would like them refunded.

my final decision

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

The ROP is not a form of Payment Protection Insurance, so the same provisions do not apply. When it has not been possible to hear the call Mr N made when setting up the account, I can only base my decision on the information I do have. The script is clear that the ROP is optional, indeed it shows the ROP only being offered after the account has been set up. From statements on Mr N's account it is apparent that he kept the ROP for considerably more than a year, before cancelling it in late 2011. In all the circumstances, on balance, the evidence does not suggest that Mr N was wrongly told he had to take the plan and keep it for 12 months.

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N either to accept or reject my decision before **28 May 2013**.

signed:

date: 26 April 2013

Hilary Bainbridge

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.