

complaint

Mr H complains Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP) when he opened a credit card account.

our initial conclusions

The adjudicator did not recommend the complaint should be upheld as he couldn't see any evidence of misselling.

Mr H disagrees. In summary, he says:

- the script provided by Vanquis isn't what he was told as he was led to believe the ROP was mandatory;
- he can't find anything in the terms and conditions which says the ROP is not compulsory;
- Vanquis should have advised on whether the ROP was suitable for his personal circumstances; and
- he wasn't given enough information to understand the ROP.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr H and the business have provided. Mr H disputes whether the script provided by Vanquis is what he was told when he opened the card. It is unfortunate a recording isn't available. But – on balance – I consider the script is more likely to reflect what was said than Mr H's recollection of a call many years ago. I have read the terms and conditions of the ROP – they don't specifically state the ROP isn't compulsory. But I consider the language used – it says "if you have enrolled in the plan" – suggests the ROP is optional. And as I consider the script was used I consider Mr H did know the ROP was optional. Mr H says Vanquis should have advised on whether the ROP was suitable for him. As the adjudicator explained, Vanquis wasn't required to do this so I can't agree it should have provided this advice. I also can't agree that Mr H, on being given the terms and conditions and having heard the script, didn't have enough information to decide whether he wanted the ROP.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H either to accept or reject my decision before 6 January 2015.

Nicola Wood

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

‘Balance of probabilities’

Whenever an ombudsman has to determine the facts of disputed or potentially disputed matters, this is done on the ‘balance of probabilities’, which is to decide on the basis of what is most likely to have happened in light of the available evidence and the wider circumstances.

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.