

complaint

Mr C complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP) on his credit card account. He says that his pre-existing medical condition and employment status means the ROP was always unsuitable for him. Mr C is assisted with his complaint by D Ltd.

our initial conclusions

The adjudicator was satisfied that the ROP was not mis-sold. In her opinion, Vanquis had been able to show that it had described the product to Mr C and told him it was optional. The adjudicator explained that ROP is not Payment Protection Insurance (PPI) so there was not a requirement on Vanquis to ensure the product was suitable for Mr C's needs.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr C, D Ltd and Vanquis have provided.

I acknowledge Mr C says that Vanquis should have told him that his medical condition and job meant that ROP was not suitable for him. But I find that – with ROP – there was no requirement for Vanquis to ensure that it was appropriate for Mr C. Instead, Vanquis was required to give sufficient information to Mr C for him to make up his own mind about whether the ROP was right for him.

I have listened to the recording of the call where Vanquis sold Mr C the ROP. I find that, during that call, Vanquis clearly explained that the ROP was optional, and Mr C was directed to read the terms and conditions that would be sent to him with a welcome pack. Vanquis also explained that the product was not insurance and gave details of how it could be cancelled. I find that Vanquis didn't mis-sell ROP to Mr C.

My decision is that I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 16 August 2013.

Sarah Brooks

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.