

### complaint

Mrs K complains that she has been paying for a Repayment Option Plan (ROP) on her Vanquis credit card account which she never asked for. Furthermore, it has meant that even though she has made the stated minimum payments she has gradually exceeded her credit limit.

### our initial conclusions

The adjudicator did not recommend that the complaint was upheld, saying that Mrs K had been given enough information to understand the ROP, which she had agreed to. Mrs K disagreed, saying she had never been sent a promised copy of the call during which Vanquis said she agreed to the ROP. She had not been sent any information about it, or signed to agree to it and did not know what it was until she was in debt. She felt the ROP charge should have been covered in another statement, if it was not included in the minimum payment shown on her statements.

### my final decision

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

I could not reasonably expect Vanquis to be able to find a copy of a call from 2005 when the account was set up. However, the script followed by staff included giving information about, and seeking agreement to, a ROP. So I consider that Mrs K probably had agreed to it initially. Furthermore, the charges were always itemised on her statements. When the balance on her card was low the payments were small, so may not have seemed significant. They became larger later when the balance increased. I understand the point Mrs K makes about the minimum payment: it certainly would have made it easier for Mrs K to know what she needed to pay to ensure her balance reduced, if the minimum charge had included the payment of the ROP. I can see why she might assume that it did. However, all the charges (including for the ROP) are itemised on the statement, as well as the minimum payment, so Mrs K could have made that calculation herself.

I have to say that Vanquis was not obliged to send a separate statement as Mrs K suggests. In all the circumstances I cannot uphold the complaint.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs K 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.