

complaint

Mrs E complains that she was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited in October 2012.

our initial conclusions

Our adjudicator didn't recommend that Mrs E's complaint should be upheld. She didn't agree the ROP was added without Mrs E's agreement. She thought Mrs E was aware the plan was optional.

Mrs E disagrees with our adjudicator. She says Vanquis pressed her to change her mind after she initially said no to the ROP.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've listened to the activation call recording between Mrs E and Vanquis. The bank asks whether Mrs E wants to take out the ROP. I can hear Mrs E say she will "leave that one" but she then goes on change her mind. I appreciate that Mrs E considers Vanquis pressured her. But based on the call recording, I don't find this was the case. Mrs E can be heard discussing the plan with her husband. She appears to understand the cost and that the ROP will only be charged if there's a balance to pay on the account. Vanquis asks whether Mrs E is unsure of anything. Mrs E says no and confirms she'll read the information about the ROP rather than listen to further details during the call. I don't find that Mrs E was forced to take the ROP. I also take account of the fact that Mrs E could've opted out of the ROP at any time since 2012.

Mrs E says she didn't receive a welcome pack. But I'm satisfied that Vanquis would've sent one to her. And if she hadn't received the pack, I would've reasonably expected Mrs E to contact the bank.

I don't find that Vanquis should be ordered to refund any of the ROP payments that Mrs E made.

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs E either to accept or reject my decision before **21 March 2016**.

Gemma Bowen

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.