

### **complaint**

Miss K complains about a Repayment Option Plan (ROP) on her credit card account with Vanquis Bank Limited. She says she didn't want the ROP but was told she had to take it to get the card. She'd like a refund of the payments she made for the ROP.

### **our initial conclusions**

Our adjudicator didn't recommend that the complaint should be upheld. He said, in summary, that he thought Vanquis explained the cost and benefits of the ROP to Miss K and told her it was optional. He concluded that she agreed to it. Miss K doesn't agree. She says she applied for the card and ROP in a shop. She says she didn't speak to Vanquis and she didn't receive anything in writing about the ROP.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss K and Vanquis Bank have provided.

Vanquis says the ROP would only have been added during a phone call after Miss K's credit card application was approved. I accept, on balance, that it's unlikely the ROP would have been added to Miss K's account without such a call. Unfortunately, due to the passage of time, Vanquis doesn't have a recording of the call. But the script used by its staff explained what the ROP was and made clear that it was optional. So I think it's more likely than not that Miss K agreed to it. I'm also satisfied, on balance, that Vanquis would have sent Miss K a copy of the terms and conditions of the ROP with the card, although I can understand why she may not remember receiving them. The ROP payments were itemised on her credit card statements.

Overall, I'm satisfied, on balance, that Miss K chose to take the ROP, and knew what it was for and how much it cost. So I don't think it would be fair to require Vanquis to refund the ROP payments to Miss K. **My final decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Miss K either to accept or reject my decision before 16 February 2015.**

*Juliet Collins*

*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**

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here) I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the evidence that is available 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.