

### **complaint**

Miss R complains that Vanquis Bank Limited mis-sold a repayment option plan (ROP) to her. She says she did not need the plan and when she was in financial difficulties Vanquis did not tell her the plan could help.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld, saying based on the available information the ROP had not been mis-sold. She said it was likely Miss R was given information about the ROP and agreed to its terms. She said it was for Miss R to assess whether the ROP suited her needs and whether to activate it when in financial difficulties.

Miss R did not agree, saying Vanquis did not give her sufficient information about the ROP to make an informed decision.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Miss R and Vanquis have provided. The ROP is not an insurance policy, so the rules and guidelines relating to the sale of regulated insurance products are not relevant here.

The ROP was applied to Miss R's account some years ago, so information is limited. I am not persuaded from the evidence that Vanquis did not follow its usual process: following a telephone script and sending a welcome pack with the terms and conditions of the credit card and the ROP. I am satisfied that the telephone script and the terms and conditions give enough information about the plan for the customer to decide whether to agree to it. I am also satisfied that Miss R's statements set out the ROP charge. I am not persuaded Miss R tried to activate the ROP when in financial difficulties, or that it was Vanquis's responsibility to contact her and suggest she do so. I am not persuaded from the evidence that Vanquis mis-sold 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 Miss R either to accept or reject my decision before 9 October 2014.**

*Ruth Stevenson*

*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 – in other words, what I consider 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.