

complaint

Mrs D complains that Vanquis Bank Limited should refund the payments she made for a Repayment Option Plan (ROP) on her credit card.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. He concluded that Vanquis provided Mrs D with sufficient information to enable her to understand the ROP. He said that she agreed to it.

Mrs D disagrees with the adjudicator's opinion. She says that she did not sign or agree to any card terms and conditions.

my final decision

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

I accept that Vanquis has not provided a copy of an agreement signed by Mrs D. But I find it more likely than not that, in order to get the Vanquis card, Mrs D agreed to its terms and conditions.

I have seen a Vanquis script which said that ROP was optional. It also said that ROP would provide Mrs D with the benefit of being able to freeze payments if, for example, she lost her job. On balance I am satisfied that the Vanquis call-handler followed its script when selling the ROP.

I do not consider that the sale of ROP was covered by the rules for the sale of policies of insurance.

I am satisfied that Mrs D ought reasonably to have seen from the account statements that she was making payments for ROP.

For the reasons I have explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D either to accept or reject my decision before 26 November 2013.

Christopher Gilbert

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.