

complaint

Mr D complains that he was sold a Repayment Option Plan (ROP) he did not want. It was added to his credit card account and he wanted Vanquis Bank Limited to refund the payments.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. The bank provided the terms and conditions relating to the ROP and the script that would have been read to Mr D during the telephone application. He was satisfied that these provided Mr D with sufficient information to understand the ROP. He was also satisfied that the monthly statements sent to Mr D itemised the ROP. Mr D did not agree. He said that he could not afford the charges.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr D and Vanquis have provided. Having done so, I find I have come to the same conclusions as the adjudicator did, for much the same reasons.

Mr D opened a credit card account with Vanquis. A ROP was attached to the account. A recording of the card acceptance telephone call is not available. But the bank has sent us a copy of the script it says was read to potential customers during such a telephone call, which includes a part to explain that the ROP is not compulsory. I appreciate that Mr D says that the ROP was not explained to him but I consider it likely, on balance, that Vanquis followed the script provided to its staff at the time it spoke to Mr D. I find that it did explain the terms to him and that it was not compulsory. The benefits and cost of the plan are also fully detailed in the terms and conditions of the account which was provided by Vanquis at the time the account was opened. The cost of the ROP is shown on the statements sent to Mr D since the account was opened. In those circumstances I am satisfied that Vanquis provided sufficient information to make Mr D aware that the ROP was not compulsory and that he had agreed to it being applied. I do not require it to refund the ROP payments he has made.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr D either to accept or reject my decision before 6 August 2013.

Linda Freestone

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.