

complaint

Miss W complains that Vanquis Bank Limited attached a Repayment Option Plan (ROP) to her credit card account without her agreement. She says she would not have agreed to take out the plan because it was not suitable for her circumstances.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. In his opinion the ROP was not mis-sold as Vanquis had been able to show that it had described the product to Miss W and told her it was optional. The adjudicator explained that ROP is not Payment Protection Insurance so there was not a requirement on Vanquis to ensure the product was suitable for Miss W's needs.

In response Miss W said that she had never agreed to buy the ROP. She said the fact Vanquis could not find a recording of the sales phone call was further evidence of this.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss W and the business have provided. 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.

Vanquis said it did not have a recording of the sales call but it has provided a copy of the script it used to sell ROP. The script does explain the product fully and I can find no evidence to suggest that Vanquis deviated from the script on this occasion.

I acknowledge Miss W says she does not remember being told about ROP but, on balance, I find that the ROP was discussed with her. Miss W was provided with a copy of the terms and conditions for the ROP in her Welcome Pack. And it was open to Miss W to query the ROP when it first appeared as a transaction on the credit card statements she received.

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 W either to accept or reject my decision before 25 June 2013.

Sarah Brooks
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.