

complaint

Ms C took out a Vanquis credit card, which included an optional Repayment Option Plan (ROP). She complains that she was mis-sold the ROP, and seeks a full refund of the plan charges applied to her account. Vanquis Bank Limited says: that Ms C agreed to the ROP being added to her account when she took out the credit card, which she did by phone; that charges for ROP have been itemised on her monthly statements since February 2006; and that it has no record of Ms C either previously expressing dissatisfaction with the plan, or seeking to cancel it.

our initial conclusions

Our adjudicator felt that Vanquis should not be required to refund the ROP charges. He noted that the bank had provided copies of the account terms and conditions, and the script it said would have been used by its sales representative during the phone conversation with Ms C. He concluded that both documents make clear the ROP was not a compulsory feature of the card.

Ms C disagreed, saying that she was told she could not take out the card without the ROP.

my final decision

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances. I find that I have come to the same conclusion as our adjudicator, for much the same reasons.

I agree with our adjudicator, on balance, that Vanquis provided sufficient information to enable Ms C to understand the ROP, and that it was not a compulsory card feature. ROP is an optional banking product, and is not Payment Protection Insurance (PPI) or another insurance product. It would have been Ms C's responsibility to decide whether she wanted the plan.

My final decision, therefore, is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms C either to accept or reject my decision before 26 July 2013.

Roy Mawford

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.