

complaint

Mr B complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP) when he took out his Vanquis credit card. And he's unhappy that Vanquis doesn't provide him with enough information to manage his account. Mr B is especially concerned when the account balance increases despite the payments he's making to his account.

To resolve this complaint Mr B wants Vanquis to pay him back the money from the repayment option plan. And he'd like to understand how he can reduce his account balance.

background

The ROP was added to Mr B's credit card account when he opened his account with Vanquis in 2008.

Our adjudicator investigated the circumstances of Mr B's complaint. Her view was that Vanquis had given Mr B sufficient information about the ROP when he signed up for the card. So she didn't consider Vanquis should refund the ROP payments. And our adjudicator explained to Mr B how the balance on his account was worked out. Based on the information she'd seen, our adjudicator didn't recommend upholding Mr B's complaint.

Mr B disagrees with our adjudicator. He says he doesn't understand what the ROP actually is and doesn't recall the conversation when it was sold to him. Mr B doesn't think there would've been any phone call as he's sure he wouldn't have agreed to take out the ROP. Mr B still believes he's entitled to have his money back.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. But, like the adjudicator, I'm not persuaded this is a complaint I can fairly and reasonably uphold. I say this because, even though Mr B is sure about what he's told us, I must look impartially at all the evidence. I can't uphold Mr B's complaint just on the basis of what he says. I have to give equal consideration to the information provided by Vanquis and decide what I think is most likely.

The call recording of Mr B's conversation with Vanquis when he opened his account isn't now available. Mr B disputes what Vanquis has told us about what would've been discussed. He doesn't recall any conversation at all.

We don't expect Vanquis to keep call recordings dating back to the time Mr B opened his account. But our adjudicator explained that Vanquis has provided the script it says it followed when Mr B's account was opened. It's a well established process at Vanquis. On balance, I'm satisfied that Mr B would've had this phone call as described by Vanquis because that's the way his account would've been activated. Mr B has been operating his account for around seven years. I think he's probably just forgotten some of the details of the process he followed to get his credit card.

As well as the phone script, the card terms and conditions describe the ROP and explain that it isn't compulsory. Full information about the ROP would've been included in the welcome pack Mr B received with his card.

I've taken into account that Mr B says he *wouldn't* have wanted this product – and he thought it might be a savings plan. But the features, benefits and costs of the plan are set out in the terms and conditions which Mr B agreed to when he signed up for the account. So I can't fairly say Vanquis didn't do everything I'd expect to make clear to Mr B that the ROP was optional. And Mr B would've had to say if he wanted the ROP added to his account.

The charge for the ROP is shown separately on Mr B's monthly account statements. So it's fair to say he had information to show he was paying for this.

Looked at overall, I find that Mr B did ask to have the ROP. And that Vanquis gave Mr B enough information to make a properly informed decision about this. I don't find that Vanquis misled Mr B when he agreed to the ROP or mis-sold him the ROP. It follows from this that Mr B is liable to pay for the benefit of having the ROP. I can't ask Vanquis to refund Mr B's ROP payments in these circumstances.

I agree with our adjudicator that Vanquis hasn't acted incorrectly and its response to Mr B's complaint is fair and reasonable.

Vanquis has now removed the ROP from Mr B's account, so I hope he finds this will assist him to clear his account balance.

I can see that our adjudicator has already dealt with Mr B's queries about how his account balance is worked out. I hope the information she's passed on has been helpful. I don't have anything further I can usefully add to what our adjudicator has said.

my final decision

For these reasons, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 February 2016.

Susan Webb
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