

complaint

Mr T complains that the benefits due from his repayment option plan (ROP) after he made a claim were wrongly stopped several times.

our initial conclusions

The adjudicator recommended the complaint be upheld in part. He said that there was no evidence that Mr T had been given appropriate notice before his ROP benefits were stopped in October 2011. The charges and interest he incurred for October 2011 and November 2011 (when he then cancelled the ROP) should be refunded. Vanquis has also not been able to supply a copy of the Notice of Variation letters sent to Mr T to establish he was notified about the change in cost to his ROP. The adjudicator recommended that Mr T be paid £50 for inconvenience. Vanquis did not agree and said that Mr T would have been provided with an automated letter and had not originally complained about a change in pricing.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything Mr T and the business have provided.

Due to a change in financial circumstances Mr T made a claim under his ROP. The terms and conditions allow Vanquis to make reasonable requests for information to confirm Mr T remained eligible to make a claim. Mr T says he did not receive all its letters. I can see from the evidence on its systems that it did send appropriate letters to Mr T, except in October 2011. I also consider Mr T would have been alerted to the change in the benefits by the charges on his statement. He says at times he sent in the proof but is unable to provide evidence of this. I am not persuaded that Vanquis sent an appropriate notification to Mr T in October 2011. As a result I consider that all the charges and interest on his October and November 2011 statements of £37.97 (which include the ROP premium and is net of a £12 refund) should be refunded and Mr T should be paid £50 in compensation.

My final decision is that I uphold this complaint in part and order Vanquis Bank Limited pay Mr T £87.97.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T either to accept or reject my decision before 29 May 2013.

Michael Crewe

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.

I note that Vanquis says that Mr T did not originally complain about not being notified about the change to the ROP price. This is not material to my award which relates to the time when his claim was stopped without evidence of him then being notified. I have seen reference in the case notes provided by Vanquis of a previous goodwill payment made to Mr T of £39.31 in January 2012 and confirm that my award is in addition to this. Vanquis has not commented on this payment in its latest response to the adjudicator.

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.