

### **complaint**

Mrs B complains that that she was not aware of the Repayment Option Plan (ROP) that was added to her Vanquis credit card when she took it out in.

### **our initial conclusions**

The adjudicator did not recommend the complaint should be upheld. He was satisfied that Vanquis provided Mrs B with sufficient information to enable her to understand the ROP, which she agreed to. Mrs B responded to say without verbal or written evidence she agreed to the plan, the complaint cannot be found in Vanquis' favour.

### **my final decision**

I have considered all that Mrs B and Vanquis have said and provided, in order to decide what is fair and reasonable in this complaint.

I accept that Mrs B is frustrated that no recording of the sales call or anything in writing has been provided from when she opened the account in November 2004. However, lenders are not required to keep records indefinitely and, given that more than eight years have elapsed, it is perhaps not surprising that Vanquis no longer has a recording of the call. However, in spite of this, I am persuaded that it is more than likely than not that Vanquis followed the same procedure as it follows with all of its credit card customers, and read from a script to Mrs B during the card acceptance telephone call. The script outlines the costs and benefits of the ROP and the fact that it is not compulsory. I find that she was subsequently provided with a Welcome Pack, including terms and conditions, and during the 14-day cooling-off period she could have cancelled the product if she was unhappy. Further, her monthly account statements from 2004 onwards show the ROP charge each month and I consider that, if she had not agreed to it at the time, she might reasonably have noticed and contacted Vanquis far sooner than she has. For these reasons, and on balance, I conclude that she was aware that she had taken out the product, and what it was costing her, and could have cancelled it at any point.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs B either to accept or reject my decision, before 16 May 2013.**

*Karen Wharton*

*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, on what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Mrs B did complain to Vanquis in January 2012 about what she called Payment Protection Insurance (PPI). Vanquis responded to say that she was mistaken as to the product, her account only had the ROP, and it confirmed in April 2012 that this had been removed.

### **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.