

### **complaint**

Miss J complains that Vanquis Bank Limited mis-sold her a Repayment Option Plan (ROP) with her credit card. She says she has no recollection of agreeing to take out the product, and would never have done so. She would like the fees she has paid for the ROP to be refunded.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. He noted that as the ROP is not insurance, Vanquis was not required to check it was suitable for Miss J's needs. He considered it was more likely than not that she had been told of the ROP and sent information about it with her card. He also considered that as the fees had appeared on all her statements, she could have cancelled the product sooner. Miss J does not agree, saying if she had known of the ROP, she would have relied on it.

### **my final decision**

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

ROP is not an insurance product, so Vanquis was not required to ensure it was suitable for Miss J's needs when it sold it to her. Vanquis has provided evidence of the phone script which would have been used when Miss J contacted it to open the card account, and of the material which would have been sent to her with the card. These provide details of the ROP and I am satisfied, on balance, that Miss J was provided with them.

The ROP fees were listed on each account statement received by Miss J. This service generally expects that customers will read account statements and take action if they discover anything unexpected. I consider it would have been reasonable for Miss J to query the fees at some point in the seven years since she opened the account if she had no recollection of agreeing to the product. While I realise Miss J says she would have used the ROP had she been aware of it, I do not consider this was Vanquis' fault.

### **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 J either to accept or reject my decision before 11 February 2014.**

*Catherine Wolthuizen*  
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**

I appreciate Miss J says she would never have agreed to the ROP because she does not take out such products. It may be that she has forgotten agreeing to the ROP, or did not understand that she had agreed to it at the time. The passage of time since makes it impossible to know and while I do not doubt her, I cannot safely rely solely on her recollection. That the ROP was listed on her monthly statements is persuasive evidence that she was made aware of it and could have challenged it at an earlier date.

#### **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.