

### **complaint**

Mrs R complains that Vanquis Bank Limited mis-sold her a Repayment Option Plan (ROP) with her credit card as it did not explain the plan's terms and conditions, exclusions or cost.

### **our initial conclusions**

The adjudicator did not recommend that this complaint should be upheld. She said that the ROP was not a form of payment protection insurance and it was explained in the terms and conditions that it was not compulsory to take out the plan. Vanquis Bank had provided a copy of the telephone script that is read to a customer during the credit card acceptance telephone call, and the adjudicator concluded that Mrs R was given sufficient information about the plan before she agreed to it. Mrs R disagreed and said that the plan had not provided her with any benefits and she did not sign her agreement to it.

### **my final decision**

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

Vanquis Bank has provided a copy of the terms and conditions applicable to this credit card and of the telephone script used by its representatives. It explains that the ROP is not an insurance product; that it is optional; and that its features are detailed by Vanquis Bank's representatives when speaking to customers before the customer agrees to take it out. The ROP could be cancelled at any time and its charges are detailed on each account statement.

Although I appreciate that Mrs R has said that the terms were not explained to her, I find I am unable to conclude that it is likely that Vanquis Bank did not follow its usual procedures in dealing with her telephone acceptance call. I am therefore satisfied that Mrs R would have been given sufficient information to make an informed decision whether to continue with plan. She also could have chosen to cancel it earlier but did not do so. As such I do not consider that it would be fair or reasonable to require the bank to refund the plan charges.

### **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 R either to accept or reject my decision before 21 June 2013.**

*Cathy Bovan*

*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.