

complaint

Miss Y complains (through a claims management company) that a Repayment Option Plan (ROP) on her credit card was wrongly sold to her by Vanquis Bank Limited. She had thought it was compulsory.

our initial conclusions

The adjudicator did not recommend that the complaint was upheld. She explained that the ROP was not an insurance product (so the rules which apply to selling of PPI did not apply to it). The script used when accounts were set up, and the terms of the account both explain that it is not compulsory. The ROP payment had been itemised on Miss Y's statements. She had had enough information to query matters if she felt the ROP was unsuitable for her.

The claims company sought a review. It said Miss Y had told it that she had never spoken with Vanquis when setting up the account: she had posted an application form and then had the card sent to her. She had no idea of the benefits from the ROP. If she had had any problem with payments her parents would have assisted. Miss Y did all her banking on line and had not paid much attention to the transactions.

my final decision

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

I was surprised to see that the claims company is now saying that Miss Y had not spoken to Vanquis at the time the account was set up – in the original complaint the claims company said that Miss Y had been told by Vanquis that the application would only be successful if she took the plan and she had decided to accept it based on that "conversation". It suggests that Miss Y's recollection of setting up the account is not particularly good: which is not surprising as that occurred several years ago. In that situation and for the same reasons given by the adjudicator, I cannot see that I have grounds to uphold this complaint.

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 Y to accept or reject my decision before 20 January 2014.

Hilary Bainbridge
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.