

## **complaint**

Miss L complains that Vanquis Bank Limited didn't cancel a Repayment Option Plan (ROP) when she asked it to do this. And she's unhappy that Vanquis wasn't more helpful after she notified the bank she was in financial difficulties. She disputes the outstanding balance the bank is claiming from her and she'd like the ROP charges, account charges and interest refunded to her and the default removed from her credit file.

## **background**

Miss L was offered the ROP when she opened her account.

After she'd had the account for three years or so, she spoke to Vanquis on the phone and asked the bank to cancel the plan. During the call, Vanquis offered her a trial period of three months at a substantially reduced cost for the ROP. Vanquis explained that unless she opted out of the ROP at the end of the trial period, it would go back to the standard cost and Miss L agreed to continue with the ROP on this basis.

So Vanquis didn't uphold her complaint about the ROP.

And Vanquis says it did respond appropriately when Miss L told the bank she was in financial difficulties. But it hadn't been able to reach any agreement with Miss L and so her account had been referred to a third party debt collection agency.

Miss L was unhappy with the bank's response and asked this service to look into her complaint.

Our adjudicator didn't uphold the complaint on the basis that she didn't feel Vanquis had done anything wrong.

Miss L disagrees, so the complaint has been referred to me.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I understand that Miss L feels strongly that Vanquis should refund charges that she considers are unfair given her financial difficulties.

But I agree with our adjudicator that, looked at overall, the bank has provided a fair and reasonable response to Miss L.

I say this because it appears that when Miss L contacted Vanquis to cancel the ROP she decided, after hearing what Vanquis was prepared to offer her, that she was happy instead to agree to a three months trial period when she'd be charged £0.01 for every £100 of cover.

I can't fairly say that the bank didn't make it clear that it was up to Miss L to say if she wanted to opt out of the ROP at the end of the trial period. Or that the bank didn't explain clearly what would happen if she didn't do this. And it sounds to me, having listened to that conversation, Miss L appeared to understand this at the time.

So I can't say Vanquis made any error when the ROP went back to its standard charge after the trial period ended.

And, whilst I sympathise with Miss L, I feel that the bank did respond positively and sympathetically to her situation. I consider that Vanquis demonstrated willingness to assist Miss L. I can see the bank contacted her on several occasions to discuss her financial situation. Unfortunately, it didn't prove possible to reach an agreement acceptable to both parties. But I can't see that any charges or interest have been unfairly applied to her account. Or that the default has been incorrectly applied.

Although I appreciate her strength of feeling about the matter, I feel that Vanquis has acted fairly and reasonably. So I can't require the bank to take any further action.

### **my final decision**

For these reasons, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss L to accept or reject my decision before 10 April 2015.

Susan Webb  
**ombudsman**