

complaint

Mrs G complains that she was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited.

our initial conclusions

The adjudicator did not uphold the complaint. He said that although there was no record of the initial telephone call when the ROP was sold to Mrs G, the bank had provided the script used at the time which he accepted had probably been used in Mrs G's case. Mrs G disagrees. She says she would never have agreed to take out this kind of insurance product.

my final decision

To decide what is fair and reasonable, I have considered everything that Mrs G and the bank have provided. I agree with the adjudicator and for much the same reasons.

Vanquis has explained that an ROP is not an insurance policy, although I appreciate it has certain features in common with one. The bank has provided monthly statements for the account dating back to 2007, when Mrs G first obtained her credit card. Between 2007 and 2010, each statement includes the charge made for the ROP. The bank says that until her recent complaint, Mrs G had never queried the ROP charge or asked what it was for. I consider that Mrs G had a responsibility to monitor her credit card statements, so that if they did contain any unexpected charges she could raise them with the bank at the time. The fact that she failed to do so suggests that originally she was happy to make these payments. It may be that, given the amount of time which has passed, she has forgotten that she did agree to the ROP when the account was first opened seven years ago.

I can find no error on the part of the bank and have concluded on the balance of probabilities that the charges for the ROP were properly applied on the basis of Mrs G's ongoing consent until she withdrew it.

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs G either to accept or reject my decision before 1 May 2014.

Melanie McDonald
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 – that is, what I consider to be the most likely to have happened, given the evidence and the wider circumstances.

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.