

complaint

Ms C complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP). She is represented by "D."

our initial conclusions

The adjudicator was satisfied that the benefits and costs of the ROP were detailed in the terms and conditions which Ms C agreed to when she opened the account. He did not consider that Vanquis had made a mistake.

Ms C's representative, D, disagreed and said Vanquis had not followed its normal sales script on this occasion. D also said any benefits from activating the ROP were only equivalent to the actions Vanquis would be obliged to take for any customer experiencing financial difficulties.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms C and the business have provided. 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 is most likely to have happened, given the evidence that is available and the wider circumstances

I understand D's arguments that the ROP was not right for Ms C. And I appreciate D has said that any benefits Ms C received from activating the plan do not necessarily mean that she has benefitted overall from having ROP. But ROP is not Payment Protection Insurance so there was not a requirement on Vanquis to ensure the product was suitable for Ms C's needs. Vanquis was required to explain the ROP and make it clear that it was optional. Vanquis has provided this service with copies of the scripts it used to sell the ROP. And I find - on balance - that I have no basis to conclude it deviated from the script on this occasion.

In addition Vanquis provided Ms C with the terms and conditions for the ROP which set out how the plan works. So I find I am unable to conclude that Vanquis has made a mistake in this case.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms C either to accept or reject my decision before 16 August 2013.

Sarah Brooks

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.