

complaint

Mr C complains that he was wrongly sold a Repayment Option Plan (ROP) on his account with Vanquis Bank Limited. He wants Vanquis to refund all charges from 2004 to 2010. Mr C is represented in this complaint by a relative, Mrs R.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. He concluded that, on balance, Vanquis probably had explained the ROP to Mr C and that he had agreed to take the product, although he may have forgotten doing this. Mrs R responded to say Mr C does not agree with this, and also that the product was not suitable for Mr C's specific financial circumstances.

my final decision

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

ROPs are sometimes confused with payment protection insurance (PPI), but they have very different properties. Mr C enrolled in the ROP, which is an optional banking product – offered after the credit card account was authorised by the bank. As a banking product, a ROP does not have to be sold in accordance with the codes of practice or regulations that apply to insurance products. In the absence of evidence that Vanquis undertook to give advice, it was up to Mr C to decide whether the product was suitable.

Although Vanquis cannot provide a recording of the call between it and Mr C, it has provided a copy of the script it would have used. We have listened to many similar calls made by Vanquis, and they follow the script closely. I am satisfied, on balance, that this happened in Mr C's case, and he may simply have forgotten that he agreed to take the ROP. I can also see that the statements he received detailed the cost of the plan and told him how to complain. Mr C does not seem to have done this until several years after the account was closed, and I do not conclude that the plan was wrongly sold.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 22 October 2013.

Susan Peters

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 – in other words, what I consider is most likely to have happened in light of the available 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.