

### **complaint**

Mr S complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to him when he took out a credit card. Mr S says that he didn't agree to the plan and that it was not suitable for his specific circumstances.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. From the evidence provided, he was satisfied that Vanquis adequately informed Mr S of the benefits and costs of ROP and explained that it was an optional feature of his account. The adjudicator was also satisfied that Vanquis was not obliged to check whether the ROP was suitable for his needs as it is not an insurance product. Mr S is still unhappy.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr S and Vanquis 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 – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons. The initial sales call took place in July 2005. Vanquis cannot now provide the call recording, but it has provided the script it says its sales staff would have followed. I consider it likely, on balance, that Vanquis did follow this script and gave Mr S sufficient information to enable him to understand the product during the initial call. It also included details of the ROP in the Welcome Pack, its terms and conditions and a separately itemised charge on his monthly statement.

I conclude that Vanquis has done nothing wrong and I cannot properly require it to refund charges on these grounds.

**My decision is that I do not uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr S either to accept or reject my decision before 12 November 2013.**

***Andrew McQueen***

*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.