

complaint

Mrs D complains about a Repayment Option Plan (ROP) she had on her credit card account. She says that Vanquis Bank Limited did not discuss the product with her, and that although the premium appeared on her statement, she did not know it was optional. A claims management company brings the complaint on Mrs D's behalf.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld. He said there was insufficient evidence of mis-selling. He said that account holders must assess whether a product suits them. The monthly charges were visible on Mrs D's monthly statements and it was reasonable to expect her to review and query these. He also decided that, on balance, Mrs D agreed to the product in the initial call between her and Vanquis.

In response, Mrs D's representative said that Mrs D never discussed it with Vanquis or requested it to be added to the account. She assumed it was a compulsory feature of the account.

my final decision

I have considered everything that Mrs D and Vanquis have said and provided in order to decide what is fair and reasonable in this complaint.

Vanquis can't provide a recording of its conversation with Mrs D when it says she agreed to take out the plan, but I don't think that's unusual, given that this was some years ago. I have considered a copy of the script used by Vanquis' representatives when speaking to customers before the customer agrees to take out the plan. This explains that the plan is optional.

The charges were set out on every monthly statement and Mrs D could have cancelled the plan. On balance, I also think the word 'Option' on the statement could reasonably have helped Mrs D to understand that the plan was not compulsory.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D either to accept or reject my decision before 6 March 2014.

Belinda Knight

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 the light of the available evidence and the wider circumstances.

I'm satisfied that – unlike payment protection insurance generally – the ROP isn't an insurance policy. It follows that the rules and guidelines relating to the sale of regulated insurance products aren't relevant to my decision in this case.

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.