

complaint

Mrs D complains that Vanquis Bank Limited wrongly added a Repayment Option Plan to her credit card account.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. In summary, he considered that when Mrs D opened the account, Vanquis had explained the Repayment Option Plan ("ROP") to her, made it clear that the plan was optional, and Mrs D had then agreed to take it out. He also noted that the plan was not, in fact, an insurance policy. Mrs D responded to say, in summary, that she was not given any details about the Repayment Option Plan, and she did not recall agreeing to it or receiving the welcome pack for the plan. She also said that she would not have been able to activate it.

my final decision

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

I am satisfied that the ROP is not an insurance policy. I have seen a copy of the sales script which Vanquis would have used to sell the ROP to Mrs D, and I am also satisfied that it would have told her that it was an optional service. I also consider that as the sale was in 2010, on balance, it was likely that Mrs D had agreed to take the ROP out, but that she has since lost her recall of the conversation. I have seen copies of Mrs D's monthly statements and can see that the ROP fee appears clearly in the transactions section of each statement, so Mrs D would have received monthly reminders that she had the plan. I also consider that Mrs D would have been able to activate the plan if, for example, her home had been damaged by flooding. I consider it likely that, in bringing the complaint, Mrs D had simply forgotten what had happened. In the circumstances, I find no reasonable basis upon which to direct Vanquis Bank to refund the ROP fees.

My 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 14 January 2014.

Roslyn Rawson

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.