

complaint

Mrs R complains that Vanquis Bank Limited mis-sold a repayment option plan (ROP) when she took out a credit card. She says that, being self-employed, the plan was inappropriate for her.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. He concluded that Vanquis had explained the plan's terms and conditions. The monthly payments were itemised on Mrs R's statements; there was no evidence of her telephone calls and letters to Vanquis.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs R and Vanquis have provided. Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons.

An ROP is not an insurance product. There was no requirement on Vanquis to check it was suitable for Mrs R. I am satisfied that Mrs R was given a summary of Vanquis' terms and conditions when she opened the credit card account in 2003. They are unambiguous. Mrs R's monthly statements clearly refer to the existence of the plan and the cost of it. Mrs R says she made numerous telephone calls and wrote many letters to cancel the plan but she has been unable to provide any additional evidence of this. Vanquis has provided screenprints covering 2003-2013. These record various exchanges between Mrs R and Vanquis, including, for example, the removal of Mrs R's work telephone number in 2005. There is no record of Mrs R's requests for cancellation of the plan.

I do not find, on balance, that Vanquis has done anything wrong.

I conclude therefore that Vanquis has acted appropriately in its dealings with Mrs R. I cannot properly require it to refund ROP payments.

My decision is that I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs R either to accept or reject my decision before 28 November 2013.

Angela Black

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.

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.