

### **complaint**

Mrs W complains that she was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited as it was not properly explained to her.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. He concluded that the policy was a Repayment Option Plan (ROP) and not PPI. He was satisfied that the terms of the ROP and the fact that it was optional, were explained to Mrs W during a telephone call and a copy of the terms and conditions were sent to her. The plan has now been cancelled.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs W and the business have provided.

Mrs W says that she opened a Vanquis credit card on line in 2009 and the bank says she was offered ROP, as a three month free trial, during a phone call and she agreed to take it. I consider it is more likely than not that Vanquis followed the same procedure as it follows with all of its credit card customers and read from a script to Mrs W during the telephone call. The script outlines the costs and benefits of the ROP and the fact that it is not compulsory. It is also explained in both the terms and conditions of the account and the Welcome Pack that was sent to her when the account was opened. I find that Mrs W was also sent a letter about the trial and this clearly stated that she would automatically be confirmed on the full plan at the end of the trial and it set out the costs.

Mrs W has said that she tried to cancel the ROP by telephone on a number of occasions, but was not allowed to do so. However, the call recordings and file notes provided by Vanquis do not show that Mrs W mentioned either the ROP or trying to cancel it. I consider that if, as she says, she was having difficulty doing this by phone, then she could have written requesting its cancellation. In the circumstances, I am not persuaded that the ROP was mis-sold to Mrs W.

**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 W either to accept or reject my decision before 29 October 2013.**

*Karen Wharton*

*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.