

### **complaint**

Mrs P complains Vanquis Bank Limited sold her a Repayment Option Plan (ROP) which she didn't want.

### **our initial conclusions**

Mrs P said the ROP was not properly described at the time of the sale. The charges weren't always listed on her statements so she didn't know what it was.

The adjudicator didn't recommend the complaint should be upheld. The bank provided the script that would have been read to Mrs P during the telephone acceptance call which explained the ROP was not compulsory. The bank had provided the terms and conditions relating to the ROP which had been sent to Mrs P at the time. The adjudicator was satisfied these provided Mrs P with sufficient information to understand the ROP. She did not agree and said she thought the charges shown on her statements were interest charges.

### **my final decision**

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

I consider it likely on balance, that Vanquis followed the script provided to its staff at the time it spoke to Mrs P. The benefits and cost of the plan were fully detailed in the terms and conditions which Vanquis provided at the time. The cost of the ROP was listed separately to the interest charges on the statements sent to Mrs P. In those circumstances I am satisfied Vanquis provided sufficient information to make her aware the ROP was not compulsory and that she had agreed to it being applied although I can understand why she no longer remembers this in light of the length of time that has passed since the account was opened.

**My decision is that I don't uphold this complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs P either to accept or reject my decision before 13 August 2015.**

*Linda Freestone*

*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.