

complaint

Mr B complains that Vanquis mis-sold him a Repayment Option Plan (ROP).

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. In his opinion Vanquis had been able to show that it had clearly described the ROP to Mr B. The adjudicator explained that ROP is not Payment Protection Insurance so there was not a requirement on Vanquis to ensure the product was suitable for Mr B.

In response Mr B said that if the ROP had been explained to him he would not have agreed to take it out. He said that the ROP was worthless and Vanquis should not be allowed to sell it.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and Vanquis have provided. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here) I reach my decision on the balance of probabilities – that is what I consider is most likely to have happened, given the evidence that is available and the wider circumstances.

I appreciate that Mr B says that he was sold a product that was worthless to him. And I understand his argument that firms should ensure their products are suitable for their customers. But as the adjudicator has explained, the requirements for selling ROP are different from those for selling PPI.

Vanquis was required to provide details of how the ROP worked and to clarify that it was optional. It was then the responsibility of Mr B to decide whether it was suitable for him. Vanquis has provided a copy of the script it used to sell ROP which does explain the product. And I can find no evidence to suggest that it deviated from the script on this occasion. So, on balance I find Vanquis did explain the ROP to Mr B and that it was optional, so I cannot fairly uphold this complaint.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 23 May 2013.

Sarah Brooks

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.