

complaint

Mr J complains that Vanquis Bank Limited ("Vanquis") mis-sold a Repayment Option Plan ('ROP') to him.

background

Mr J bought an ROP when he took a credit card with Vanquis in 2008. At least part of the application process took place by phone. Mr J said he wasn't told what the ROP was and only got the full terms and conditions after that phone call. Mr J says he didn't speak very good English so wouldn't have been able to fully understand the ROP when discussed and he couldn't have read the terms and conditions when they arrived with the card. Mr J would like the money he's paid for the ROP to be refunded.

The adjudicator didn't recommend that the complaint should be upheld as she felt Vanquis gave Mr J enough information to understand the ROP. Mr J, who is represented by a claims management company, didn't agree. So the case has come to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done so I find I come to the same conclusion as the adjudicator and for mainly the same reasons.

The ROP allows the credit card debt to be frozen in certain circumstances. Mr J wasn't advised by Vanquis to take out this product so they didn't have to make sure it was right for him. But they did need to give him enough information so he could decide for himself if it was the right thing to buy at the time.

It's unfortunate Vanquis hasn't got a recording of the sales call any more. But they've given us the script they say they were using around the time Mr J took out his credit card and ROP. And I think it's more likely than not the call handler would have followed the script during the call that took place with Mr J.

The call script suggests the ROP would have been offered after Mr J's application for the credit card was approved. So taking out the ROP was a separate decision that Mr J would have been asked to make after he already knew he was getting the credit card.

The script also suggests the call handler would have explained that Mr J had a choice about whether or not to take out ROP, the sort of situation in which the plan could be activated, the benefits it offered and the monthly cost.

Vanquis have sent a recording of a call made, to them, by Mr J to reactivate his card a year or so after he opened the account. I've listened to the recording and I've considered what Mr J has said about it. It seems Mr J was able to understand and respond to the call handler both for the activation and on another point. I've also taken into account that Mr J was able to apply for and use the credit card despite his language difficulties. Overall I think it's more likely than not Mr J understood what he was being told about the ROP. And I have difficulty accepting that he would have agreed to take out the ROP if he couldn't understand at all what he was being told about it.

I don't think the ROP was misrepresented to Mr J or that he was forced into taking it out. I understand Mr J will be disappointed with my decision but as I don't think Vanquis have done anything wrong I can't fairly ask them to refund the money Mr J paid for the ROP.

my final decision

For the reasons I have given above I don't uphold Mr J's complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr J to accept or reject my decision before 15 October 2015.

Annabel O'Sullivan
ombudsman