

## **complaint**

Mrs E complains that Vanquis Bank Limited applied a ROP (repayment option plan) to her account without her agreement.

## **background**

Mrs E took out a Vanquis credit card in 2008. She set up a direct debit for monthly payments and says that she never checked her statements and didn't notice the ROP was there. Eventually Mrs E reached her credit limit and when she contacted the bank became aware of the ROP. She complained that she hadn't asked for it.

The adjudicator didn't uphold this complaint. He said Vanquis didn't have a recording of the original call about the ROP any longer but it had provided a copy of the standard sales script from the time, and terms and conditions. These made clear the ROP wasn't compulsory and that the bank wasn't giving any advice or personal recommendation in offering it. The ROP was also referred to in the welcome pack and itemised on Mrs E's monthly statements.

On balance the adjudicator decided it was more likely that Vanquis provided enough information to enable Mrs E to understand the ROP. Mrs E didn't agree and was suspicious that Vanquis couldn't provide a copy of the original call which had been available when she first complained. She wants a full repayment of the ROP and the late payment charges she feels it caused.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I agree with the adjudicator for much the same reasons and don't uphold this complaint.

I don't think Vanquis gave advice because I have considered the standard script its representatives used at the time. The script shows that the ROP is not discussed until after the account is opened and it's clear that the plan is optional. The way the plan works is explained and the customer is reminded to read the plan documents to make sure it meets their needs. They are reminded that they haven't been provided with a personal recommendation. The script considers different customer circumstances such as whether they are employed or self-employed, the costs and benefits and how the plan works in different circumstances. The terms and conditions also explain that the ROP is optional and how it works.

I can't find any evidence that Vanquis didn't follow its normal procedures. So I think it would've given Mrs E enough clear information about the plan in the conversation and the terms and conditions. This would've allowed her to make an informed decision about the ROP and whether it was suitable for her and whether she wanted it.

While it's regrettable that Vanquis couldn't provide a copy of the original call I don't think this is unusual given that this was more than six years ago. I think the £120.69 it paid in recognition of the inconvenience this caused is fair and reasonable.

The terms explain that the plan can be cancelled at any time and the charges are clearly itemised on each monthly statement. Had Mrs E checked her monthly statements she

would've been reminded of the ROP and if she hadn't wanted it could've stopped it at any time.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs E to accept or reject my decision before 29 June 2015.

Colette Bewley  
**ombudsman**