

complaint

Mrs A complains that Vanquis Bank Limited mis-sold her the Repayment Option Plan (ROP) on her credit card account and continued to pursue her for the debt after she informed it she had been made bankrupt. Mrs A is represented by a claims management company.

our initial conclusions

The adjudicator did not recommend the complaint should be upheld. She said that ROP is not payment protection insurance, and so Vanquis did not have to check that it was suitable for Mrs A's circumstances. She was also satisfied that the terms and conditions of the plan would have been explained as staff read a script over the telephone, and sent a welcome pack with the card setting out the terms and conditions in writing. She also concluded that Vanquis stopped calling Mrs A about the debt as soon as it received formal notification of her bankruptcy. Mrs A's representative disagreed, and said in summary, that as Vanquis could not provide a record of the call it could not be established with certainty what Mrs A was told, and Mrs A is blind so she would not have been able to read the written terms and conditions. It also said that as bankruptcies are a matter of public knowledge Vanquis should have verified the information it was given about her bankruptcy, rather than waiting for confirmation to be provided by Mrs A. Further it says Vanquis should have contacted Mrs A through the Citizen's Advice Bureau (CAB) who had been representing her since 2011.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs A and Vanquis have provided. I am satisfied that more likely than not Vanquis read from its usual script when it discussed the ROP with Mrs A on the telephone. I also accept that more likely than not Vanquis didn't know that Mrs A was blind. Therefore I cannot fairly hold it responsible for the written terms and conditions not being supplied in a format that she could personally read. I am not persuaded that she was mis-sold the ROP therefore. I do not consider that it was reasonable to expect Vanquis to pro-actively check bankruptcy records in these circumstances. It stopped contacting her as soon as her bankruptcy was confirmed. Having carefully considered the letters provided I am not persuaded that Vanquis knew that the CAB was representing Mrs A from 2011 onwards.

For these reasons my decision is that I do not uphold Mrs A's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs A either to accept or reject my decision before 23 August 2013.

Kim Parsons

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

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.