

complaint

Mr D complains about a Repayment Option Plan (ROP) on his account with Vanquis Bank Limited. He says it was 'mis-sold' to him as he believed he would not be charged if he paid off his purchases in full each month.

our initial conclusions

Our adjudicator did not recommend that the complaint be upheld. She said, in summary, that the ROP was not an insurance policy and she was satisfied that Vanquis Bank's phone script for selling the ROP made clear Mr D would not be charged only if he had no balance on his card in that month. She was satisfied that because Mr D had a balance on his first statement, the bank correctly applied a charge. She also said that since Mr D did not pay off his full balance (including the ROP charge), he had correctly been charged further interest. In relation to late payment charges and default charges and interest, she was satisfied these had been applied in line with the terms and conditions. Finally, the adjudicator noted that the bank had refunded all the ROP charges and interest as a gesture of goodwill, and she did not recommend it should do anything further.

Mr D did not agree. He said he had been deceived into taking out a product that was no use to him and he queried why the bank was unable to provide a recording of the phone call.

my final decision

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

Although the bank has been unable to provide a recording of the phone call with Mr D, I am satisfied – on balance and after considering the script used by the bank for these calls – that it is more likely than not that the ROP was properly explained to Mr D. It also sent him terms and conditions which explained the charges. In any event, the bank has now refunded those charges so there is nothing further I could reasonably require it to do. I am also satisfied that the bank correctly applied other charges to Mr D's account in accordance with the terms and conditions.

For the reasons I have explained, 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 D either to accept or reject my decision before 23 April 2014.

Michelle Peters

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 there is a dispute about what happened, and the evidence is incomplete or contradictory (as 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.

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.