

complaint

Mr E complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP) by saying it was compulsory with his credit card. He wants the bank to refund all charges related to the ROP.

our initial conclusions

The adjudicator recommended that the complaint should not be upheld. She concluded that Vanquis had provided Mr E with enough information when he took the credit card to show that the ROP was optional. Mr E said that the investigation had not been satisfactory.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr E and the business have said and provided.

Mr E says that when he opened the credit card account he questioned the ROP charge and was told that it was compulsory. He says if it had not been compulsory he would not have taken it. Vanquis has now provided a recording of the sales call in which the ROP was explained and Mr E agreed to take it. The bank has also provided: a copy of the standard script used on the sales call and the credit card terms and conditions, which say the ROP is optional; and a copy of the terms and conditions for the ROP which explain that it can be cancelled by the customer at anytime. I am satisfied that the information provided to Mr E by the bank was sufficient for him to understand the terms of the ROP and that it was not compulsory. He could have cancelled the ROP at any time. I conclude that Vanquis did not make an error in selling the ROP to Mr E and I cannot fairly require it to refund the charges taken.

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 E either to accept or reject my decision before 11 July 2013.

John Thornton

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, 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.