

complaint

Mr T complains that Vanquis Bank Limited failed to activate the benefits of his Repayment Option Plan (ROP) and refused to deal with his solicitor. Mr T is represented by his solicitor.

our initial conclusions

The adjudicator was satisfied that Mr T's circumstances were not covered by the ROP so Vanquis was not obliged to activate it. The adjudicator noted that Vanquis had already agreed to allow Mr T to continue with a payment plan and remove adverse information on Mr T's credit file. In the adjudicator's opinion Vanquis should have cancelled the ROP when Mr T contacted it about its financial difficulties; and made a mistake by refusing to correspond with Mr T's representative. The adjudicator recommended that Vanquis pay £150 compensation for the distress and inconvenience Mr T experienced and refund the ROP charges.

In response Vanquis said Mr T could have benefited from the ROP if his circumstances changed. It said it dealt with Mr T rather than his solicitor to ensure that he got its letters without any delays.

my final decision

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

I understand Vanquis' reasons for dealing directly with Mr T but he was entitled to appoint a legal representative. And I find it was poor customer service to refuse to deal with the representative.

The benefit of the ROP is that interest and charges may be suspended on an account for a period of time. Vanquis accepted that Mr T was in financial difficulties and agreed a £1 a month repayment plan. I'm not persuaded that Mr T could have further benefited from the ROP. So in all the circumstances of this complaint, I find Vanquis should have cancelled the ROP when it agreed the payment plan.

My final decision is that I uphold this complaint. I order Vanquis Bank Limited to pay £150 compensation for distress and inconvenience Mr T experienced and refund all ROP charges from January 2011 until the ROP was cancelled.

Under the rules of the Financial Ombudsman Service, I am required to Mr T either to accept or reject my decision before 14 January 2014.

Sarah Brooks

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

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.