

complaint

Mr H complains that Vanquis Bank Limited ("Vanquis") has wrongly charged him fees for its Repayment Option Plan (ROP). He says he was told the product was compulsory with a credit card application, which he has since learnt was not the case. He would like all fees and interest associated with the ROP to be refunded.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. She noted that the ROP is not Payment Protection Insurance, and therefore does not need to be sold in line with the regulations which apply to that product. She also considered that Vanquis had told Mr H that the product was optional, and noted it was in the terms and conditions and on his monthly statements and so he could have cancelled it at any point. Mr H does not agree, saying he did not read the terms and conditions and did not know what the fee on his statement was for.

my final decision

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

Vanquis has provided a copy of the script used by its representatives when selling the ROP. This does make it clear that the product is optional and consumers can take out a credit card without it. A copy of Mr H's call to Vanquis is not available, but I consider it likely that this script was used, and that Mr H was told the ROP was an optional extra. The product terms and conditions also explain that the ROP is optional. Mr H has said he did not read these, and it would not be reasonable for him to do so, but I note the ROP was also listed on his monthly statements, and he could have queried what the payments were for, and cancelled the product at any point.

For these reasons, I am satisfied that Mr H was told that the ROP was not compulsory, and had the opportunity to refuse to take it out, or cancel it.

My final decision is therefore that I do not consider the ROP was mis-sold and I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr H either to accept or reject my decision before 12 July 2013.

Catherine Wolthuizen

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 make my decision on the balance of probabilities – that is, 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.