

complaint

Mrs D complains that she was mis-sold a Repayment Option Plan (ROP) for her credit card account by Vanquis Bank Limited (trading as Vanquis). She seeks a refund of her payments plus interest.

our initial conclusions

The adjudicator did not recommend that the complaint be upheld. She thought that the bank had given Mrs D clear information about the product, which was optional. The monthly charge was itemised on her statements and she could have cancelled it at any time. Mrs D restated her view.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs D and Vanquis have provided.

Mrs D took out the ROP when she opened a credit card account more than ten years ago by telephone. Due to the passage of time, limited information is available, and recall may be imperfect. However, the bank has produced a copy of the script that the sales person would have used at that time. This gives clear information about the product and its costs. The ROP was optional. I am satisfied that the printed terms and conditions for the card would have been sent to Mrs D with the card. These again give clear information about the ROP and her cancellation rights. They explain what the ROP is, what it covers, and how much it costs. Mrs D's statements for the two years that she held the account clearly set out the charges for the ROP. It was for Mrs D to determine whether the product was suitable for her. She could have cancelled it at any time.

I am therefore satisfied that Mrs D was not mis-sold the ROP. I do not consider that the bank has made an error and therefore cannot require it to refund Mrs D's payments.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D either to accept or reject my decision before 5 August 2014.

Phillip Berechree

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.