

## **complaint**

Mr D complains that a Repayment Option Plan ('ROP') was mis-sold to him by Vanquis Bank Limited in 2005 and that it should have suggested he activate this in 2008.

## **background**

The adjudicator did not recommend that the complaint should be upheld. He said that:

- The ROP provides a debt freeze in certain circumstances and Vanquis was not expected to provide advice on the product.
- The account was opened in 2005 and there was limited information about this but Vanquis has provided a copy of the script that was then used by its representatives.
- This script says that the ROP was offered after an application for credit was successful and sets out the features.
- Vanquis has provided a copy of the terms and conditions that would have been sent out with the card and which provide details of how the ROP operates.
- The ROP charges were separately itemised on the statements sent to Mr D.
- The difficult circumstances Mr D says he experienced in 2008 did not seem to match up to any of the events covered by ROP.
- It was up to Mr D to request a payment holiday if he required one.

Mr D did not agree and said, in summary, that he did not notice the information about ROP on his statements and discovered this when he made a subject access request. He said that he did not ask for the ROP and that it was not suitable for him as he is self-employed and had access to support if he became sick.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Having done so I find I come to the same conclusions as the adjudicator and for mainly the same reasons.

I have reviewed the telephone script provided by Vanquis and can see that the decision to take ROP was separate from that to apply for the credit facility. I can see that there were two options for the ROP, one of which was for those either employed or self-employed. I am persuaded that the sales call and related terms and conditions would have given Mr D a clear description of the product. As the adjudicator has said Vanquis did not provide advice to him on whether the product was suitable.

I appreciate that Mr D did not see the information about ROP on his statements although I am afraid I consider that this was reasonably brought to his attention. I agree with the adjudicator's assessment of Mr D's position in 2008 and that he did not then seem eligible to activate the ROP and he did not ask Vanquis to activate it.

I know Mr D will be disappointed by my decision.

**my final decision**

In light of the above my decision is that I do not uphold this complaint.

Michael Crewe  
**ombudsman**