

complaint

Mr A complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP), and says it did not cancel the policy when he asked it to.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. As ROP is not Payment Protection Insurance (PPI), it is not subject to the same regulatory requirements as PPI. He was satisfied that Vanquis had explained the features of the ROP to Mr A, including that it was optional. He did not consider that Mr A had been able to show that he had written to Vanquis to request cancellation of the policy before a PPI claims team wrote on his behalf. Mr A does not agree, saying that ROP is the same as PPI and that Vanquis should have cancelled it when first instructed to.

my final decision

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

ROP is not the same as PPI, and is not subject to the same rules as PPI. Because of this, Vanquis did not need to ensure that it was suitable for Mr A's needs when it sold the product to him. The call recording provided by Vanquis clearly shows that the features of the ROP were explained to Mr A and that he was given the option to refuse it. He agreed to take it out and for this reason, I do not consider it was mis-sold to him.

Mr A has also said that Vanquis did not cancel the policy when requested. Vanquis has provided a log of all contact with Mr A, which does not show any request, either by telephone or letter, from Mr A to cancel the ROP. As Mr A has not been able to provide copies of the letters he says he sent, I am afraid I cannot safely conclude that he asked for the policy to be cancelled before a PPI claims team contacted Vanquis on his behalf.

For these reasons, 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 A either to accept or reject my decision before 1 October 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

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.