

complaint

Miss B complains that she was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited in November 2009.

our initial conclusions

Our adjudicator didn't recommend that Miss B's complaint should be upheld. He didn't agree that the ROP was added without Miss B's agreement. And he thought that Miss B was aware the plan was optional.

Miss B disagrees with our adjudicator. She says the ROP wasn't suitable and was added to her credit card account without her agreement.

my final decision

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

I have listened to the activation call recording between Miss B and Vanquis. On this call, the bank asked Miss B whether she wanted to take out the ROP. Vanquis explained the costs and benefits of the ROP and said it was optional. It also said it hadn't provided Miss B with a recommendation on its suitability.

Based on the call recording, I find that Miss B was given the information that she needed to make a decision about adding the plan to her credit card. Vanquis didn't offer the ROP until it had already confirmed that Miss B had been accepted for her credit card. So I don't agree that Vanquis led Miss B to believe that she needed to take out the ROP to be given her credit card.

As our adjudicator has already explained, the ROP isn't payment protection insurance and Vanquis didn't have to ensure it was suitable for Miss B's needs. I am satisfied that Vanquis would have sent a welcome pack to Miss B. This pack contained terms and conditions which explained how the ROP worked. I am persuaded that Miss B was, or should have been aware of the ROP and how it worked. I don't find that Vanquis should be ordered to refund any of the ROP payments that Miss B made. **My decision is that I don't uphold this complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Miss B either to accept or reject my decision before 22 June 2015.

Gemma Bowen

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 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.