

complaint

Mr F, represented by a claims management company, complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan (ROP) when he opened a credit card account with Vanquis. Mr F would like Vanquis to refund all the ROP payments and interest that he has paid on them.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. Her view was that Vanquis had given Mr F sufficient information about the ROP when he signed up for it. So she did not consider Vanquis should refund the ROP payments or interest. Mr F disagrees. He says he does not recall ever having discussed a ROP with anyone from Vanquis.

my decision

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

Mr F was worried that he had taken out Payment Protection Insurance (PPI) without realising this was what he was being charged for. A ROP is not an insurance policy. The rules and guidelines for selling regulated insurance products, like PPI, do not apply.

Vanquis has provided the script it says it followed when Mr F phoned to activate his credit card. This is a well established procedure when customers ring up. The script makes clear that customers are told about the features, benefits and costs of the plan. I am satisfied, on balance, it is more likely than not that Vanquis told Mr F the ROP was optional and asked him whether or not he wanted to enrol in it. I do not find that Vanquis misled Mr F when he agreed to the ROP. He is liable to pay for the benefit of having the ROP. When he complained to Vanquis the ROP was removed from his account.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F either to accept or reject my decision before 27 September 2013.

Susan Webb

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

It is easy to forget details, especially when things happened some time ago. Where there is a dispute about what has happened, I have made a decision based on the balance of probabilities. In other words, what I consider is most likely in the light of all the evidence.

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.