

complaint

Mrs B complains that she did not ask for a Repayment Option Plan (ROP) from Vanquis Bank Limited and because of her job it was not needed. She wants all of the payments refunded.

our initial conclusions

The adjudicator recommended that the complaint should not be upheld. She concluded that Vanquis had provided Mrs B with enough information to make the terms and conditions of the ROP clear. Mrs B says she did not recall agreeing to it and thought it was compulsory.

my final decision

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

Mrs B opened an account with Vanquis in May 2005 and a ROP was put in place at the same time. The ROP fee was debited to her account every month until the account was closed. Mrs B says she does not recall agreeing to take the ROP and would have declined it, because of the cover provided by her job. The ROP is not an insurance product and the bank is not required to consider its suitability in accordance with the General Insurance Standards Council Code of Practice or the Insurance Conduct of Business Sourcebook. The bank has now been able to provide a recording of the phone call in which the product was discussed and accepted by Mrs B. It has also provided the terms and conditions of the ROP which were sent out when the account was opened. I recognise Mrs B's frustration that she has been paying for a product she does not want. But I am satisfied that Vanquis provided Mrs B with enough information to explain the benefits of the plan, that it was optional and that it could be cancelled at any time. The payments were shown on her statements and Mrs B could have questioned them at any time. I find that Mrs B agreed for the ROP to be added to her account. I conclude that the bank has not made an error and I cannot fairly require it to refund the payments made for the ROP.

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs B either to accept or reject my decision before 25 July 2013.

John Thornton

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.