

complaint

Miss F complains that Vanquis Bank Limited mis-sold her the Repayment Option Plan (ROP) on her credit card account and that it continued to charge her for the ROP after her account was settled.

our initial conclusions

The adjudicator recommended that the complaint should be partially upheld. She said there was no evidence to indicate that Miss F had been mis-sold the ROP. She was satisfied that more likely than not she would have been asked whether she wanted the plan when she took out her card as Vanquis' advisers followed a script. Further when she received the card the welcome pack explained how to cancel the ROP. And the charges for the ROP appeared on Miss F's monthly statements, so she ought to have been aware she was paying for it. But, the adjudicator was of the view that Vanquis had incorrectly continued charging Miss F for the ROP after she had settled her account. Vanquis accepted this and agreed to refund all charges after this point which totalled £9.08. Miss F did not accept the adjudicator's recommendation and said the offer of settlement was disgusting.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss F and Vanquis have provided. ROP is not Payment Protection Insurance so there was no requirement on Vanquis to ensure the product was suitable for Miss F. I am satisfied that more likely than not Miss F would have been given details about the ROP at the time she took it out, including in the welcome pack sent with her card, and she could have cancelled it from the outset or later. Vanquis did in error continue to charge Miss F for the ROP after the account was settled. But Miss F did not pay this, and only raised it when she complained about being mis-sold the RPO. She was receiving monthly statements from Vanquis each month showing that according to Vanquis her account had not been settled. Because of this I do not consider that a compensation payment for distress and inconvenience is warranted here, Vanquis has agreed to refund the charges and I consider that to be a fair and reasonable outcome in the circumstances.

My final decision is that I uphold Miss F's complaint in part. In full and final settlement of it I order Vanquis Bank Limited to refund charges of £9.08, which it has already agreed to do.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss F either to accept or reject my decision before 25 June 2013.

Kim Parsons

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 – that is what I consider is most likely to have happened, given the evidence that is available and the 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.