

### **complaint**

Mr K complains he was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited. He says Vanquis told him he could claim against the plan despite being self-employed. He also says he was told that taking out the ROP would make his application for the credit card more likely to succeed.

### **our initial conclusions**

The adjudicator was satisfied that the ROP was not mis-sold as Vanquis had been able to show that it had described the product to Mr K and told him it was optional. The adjudicator explained that ROP was not Payment Protection Insurance so there was not a requirement on Vanquis to ensure the product was suitable for Mr K's needs. The adjudicator also noted that the terms and conditions for the ROP were in the Welcome Pack provided by Vanquis.

In response Mr K said he did not read through the Welcome pack as he believed what he had been told by Vanquis on the phone.

### **my final decision**

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

I appreciate that Mr K says Vanquis told him he was eligible to claim despite being self-employed and that having ROP would assist with his card application. But Vanquis has provided this service with copies of the scripts it used to sell the ROP. And I find - on balance - that I have no basis to conclude it deviated from the script on this occasion.

I acknowledge that Mr K said he did not read the Welcome Pack because he believed what he had been told on the phone. But Mr K had the opportunity to read the Welcome Pack which set out the terms and conditions and specified the eligibility criteria for claiming on the ROP. He could then have contacted Vanquis to discuss whether ROP was right for him. So I cannot fairly require Vanquis to refund the premiums he has paid.

**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 K either to accept or reject my decision before 25 June 2013.**

*Sarah Brooks*

*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.