

complaint

Mr W complains that Vanquis Bank Limited mis-sold him a Repayment Option Plan ("ROP").

our initial conclusions

Mr W took out a ROP when he opened a credit card account with Vanquis in 2010. He says he doesn't remember being sold the ROP, or agreeing to have it added to his account. He says he didn't need the ROP, as he was in full-time employment and was entitled to generous sick pay. And he says he also had other ways of making repayments.

Our adjudicator didn't recommend that the complaint should be upheld. She was satisfied, in summary, that Vanquis had given Mr W enough information to make an informed choice about the ROP. Mr W was unhappy with the adjudicator's view, so the complaint has been passed to me.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've listened to a recording of the phone conversation in which the ROP was sold to Mr W. Vanquis's representative explained that the ROP was optional. She outlined the benefits and costs and she explained that Mr W could cancel the ROP at any time. I consider that Vanquis gave Mr W enough information about the ROP for him to be able to understand it. And further details of the ROP were included in the welcome pack which I'm satisfied that Vanquis sent Mr W with the card.

ROP isn't an insurance product and there was no requirement for Vanquis to ensure that it was suitable for Mr W. It was up to Mr W to decide whether the ROP was suitable for him and whether he wished to take it. I'm satisfied that Mr W chose to take the ROP, although I can understand why he may no longer remember this, given the time that's passed. It follows that I can't fairly require Vanquis to refund the premiums Mr W paid for the ROP or to take any other action.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W either to accept or reject my decision before **11 January 2016**.

Juliet Collins

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.