

complaint

Mrs A complains about a Repayment Option Plan (ROP) on her credit card account with Vanquis Bank Limited. She says she did not ask for this and wants the charges to be refunded.

our initial conclusions

Our adjudicator did not recommend that the complaint be upheld. She said, in summary, that she had seen the script used during phone calls in which the ROP was offered and was satisfied that this – and the terms and conditions sent when the account was opened – explained the ROP clearly. Mrs A did not agree. She said she did not recall any phone call with the bank and had not received anything in writing about the ROP.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs A and Vanquis Bank have provided.

Although Mrs A does not recall a conversation with the bank, Vanquis has confirmed that a phone call is necessary to complete the account opening process in all cases. I am therefore satisfied – on the balance of probabilities – that there would have been a phone call during which the account was opened, even if Mrs A cannot now recall it. The bank does not have a recording of that phone call but having seen the script used by the bank's staff, I am satisfied that it clearly explains the ROP and the fact that it is optional. So, on balance, I have concluded that it is more likely than not that the ROP was explained to Mrs A and she agreed to have it on her account. The ROP is also explained in the terms and conditions which would have been sent with the card, and the ROP payments appeared on her statement, so I am satisfied that Mrs A was properly informed about both the existence of, and the terms of, the ROP on her account. Accordingly, I can find no basis on which to say that Vanquis Bank should now refund the charges or interest associated with the ROP.

For the reasons I have explained, 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 A either to accept or reject my decision before 23 April 2014.

Michelle Peters

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 there is a dispute about what happened, and the evidence is incomplete or contradictory (as it is here), I reach my decision on the balance of probabilities – in other words, on what I consider is most likely to have happened in light of the available 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.