

complaint

Mr H complains that he was mis-sold a Repayment Option Plan (ROP) by Vanquis on his credit card account.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld. Vanquis supplied us with a copy of its phone script and the adjudicator was satisfied that Vanquis had explained to Mr H that the ROP (which is not an insurance product) was not compulsory, its benefits and cost. These matters were also fully detailed in the terms and conditions of the account, which Mr H agreed to when he opened the account. The adjudicator did not consider that Vanquis should be required to refund the ROP charges to Mr H. Mr H does not agree and says, in summary, that he did not receive any agreement or explanation about the ROP and that he did not sign any ROP documentation. He also said selling on the phone puts people under pressure to take out the plan. He has also asked to see a copy of the phone script Vanquis supplied to us.

my final decision

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

Having done so, I find that I have come to the same conclusions as the adjudicator did, for much the same reasons. Overall, I consider it is more likely than not that Vanquis drew the details of the ROP to Mr H's attention when he opened the account and made clear the ROP is not compulsory and set out its terms and conditions. I am satisfied that Mr H agreed to it and it was added to his account in August 2008. The ROP charge was also shown clearly on his monthly statements. The ROP was cancelled in March 2009 but I consider, in any event, that if Mr H was unhappy with it, he could have cancelled it earlier at any time. Overall, I am not persuaded that it would be fair or reasonable now to require Vanquis to refund the ROP charges as Mr H suggests and I see no compelling reason to change the proposed outcome in this case.

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 H either to accept or reject my decision before 24 May 2013.

Stephen Cooper

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

Mr H has asked to see a copy of the phone script Vanquis refers to and has supplied to us. But Vanquis considers this to be commercially sensitive and has indicated that we should not disclose it to him. I do not consider this to be unreasonable.

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