

### **complaint**

Mr C complains Vanquis Bank Limited sold him a Repayment Option Plan (ROP) with his credit card which he didn't want.

### **our initial conclusions**

Mr C believes the ROP is a Payment Protection Insurance (PPI) policy. He only noticed the charges recently and asked for a refund. The adjudicator didn't recommend his complaint should be upheld. He said, in summary, the ROP was not the same as a PPI policy and that it was an optional feature of Mr C's credit card. He was satisfied the bank had sent Mr C a copy of the terms and conditions at the time and had explained them to Mr C in a phone conversation. Mr C wasn't happy with this. He said he had asked Vanquis to freeze his account but it didn't do as he asked.

### **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 the phone recording of the conversation when Mr C took out the ROP. I'm satisfied Vanquis explained about the costs and benefits of the plan to him and told him it wasn't compulsory. Mr C then agreed to take it. ROP isn't an insurance product and so there was no requirement for Vanquis to make sure the plan was suitable for him. It was for him to decide. It also sent Mr C a copy of the terms and conditions of the account. In those circumstances I think Vanquis gave Mr C sufficient information to make him aware the plan was optional and he agreed to it being applied. So, I don't require it to refund the payments he has made.

I note Mr C called Vanquis earlier this year and said he was waiting for a hospital appointment. Vanquis wouldn't have frozen his account without more information about his stay in hospital. As Mr C doesn't appear to have provided that I can't find Vanquis has done anything wrong.

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr C either to accept or reject my decision before 28 September 2015.**

*Linda Freestone*

*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.