

complaint

Mr B complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to him when he took out a credit card in 2009. Mr B says Vanquis did not explain the plan to him and it was unsuitable for him due to his medical condition.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. Vanquis was unable to provide the actual call recording but did provide a copy of the script used at the time the account was opened. He was satisfied it was likely that Vanquis had adequately informed Mr B of the benefits and costs of ROP, and did explain that it was optional. The adjudicator was also satisfied that Vanquis was not obliged to check whether the ROP was suitable for Mr B's needs as it is not an insurance product. Mr B is still unhappy and says the script was not used.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr B and Vanquis have provided. I consider it likely Vanquis did use the script provided to explain ROP as an optional feature of the product. I also consider it provided sufficient information to enable Mr B to understand the product, which he subsequently agreed to.

The charge for ROP is separately itemised on the monthly credit card statement and the terms and conditions provided explain how to cancel it. It is not unreasonable to expect that, upon reading the information provided, Mr B could have raised any concerns with regards to suitability and cancelled the plan if it was not suitable for his needs.

I conclude that Vanquis has done nothing wrong and I cannot properly require it to refund the ROP charges on these grounds.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 12 November 2013.

Andrew McQueen

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 – in other words, what I consider is most likely to have happened in 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.