

### **complaint**

Miss A complains that Vanquis Bank Limited mis-sold a Repayment Option Plan (ROP) to her when she took out a credit card in 2007.

### **our initial conclusions**

The adjudicator did not recommend that the complaint should be upheld. Vanquis was unable to provide the actual call recording due to the time elapsed but did provide a copy of the script used at the time the account was opened and the terms and conditions sent with the card. The adjudicator was satisfied that Vanquis adequately informed customers of the benefits and costs of ROP, and did explain that it was optional. Miss A is still unhappy and wants the payments refunded plus interest.

### **my final decision**

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

I am satisfied that Vanquis explained ROP was an optional feature of the product. I also consider it provided sufficient information to enable Miss A to understand the product, which she 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 any concerns should have been raised much earlier and the feature cancelled if Miss A didn't think it met her needs.

I conclude that Vanquis has done nothing wrong and I cannot properly require it to refund 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 Miss A either to accept or reject my decision before 15 April 2014.**

*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**

During our investigation, Miss A also raised concerns that the plan was not activated when she went into hospital. Vanquis agrees that it should have been activated and offered to refund charges and interest since 3 February 2011. I have not therefore considered the merits of that point in this decision.

#### **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.