

complaint

Mr L complains that Vanquis Bank Limited applied the Repayment Option Plan (ROP) to his credit card account without his permission.

our initial conclusions

Vanquis said that when Mr L opened his credit card account in 2007 he agreed to take out the ROP. Mr L disagreed, and said that Vanquis cannot prove this. He cancelled the ROP in 2009. The adjudicator did not recommend that the complaint should be upheld. He concluded that Vanquis used a standard script that it read to customers when it processed their credit card application. This included explaining the terms and conditions of the ROP, that it was optional and the customer was asked whether they agreed to take out the Plan. He also said that details of the Plan would have been included in a pack that was sent to Mr L with the card, and on his monthly statements.

Mr L disagreed with the adjudicator's recommendation and said, in summary, that he turned down similar products with other cards, so he would not have agreed to this.

my final decision

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

I find that, more likely than not, Vanquis would have used the standard script it used during its call with Mr L in 2007. But, in addition, Mr L was sent details of the ROP in the welcome pack with his new card and it was shown on his statements. I am sorry to disappoint Mr L, but I find that he therefore ought reasonably to have been aware that it had been applied to his account. He could have cancelled it before 2009, if he did not want it.

Mr L called Vanquis in 2009 to cancel the ROP. He did not mention then that it had been applied to his account wrongly from the outset. He said he did not need it. I am satisfied that Vanquis has not, therefore, acted unfairly or unreasonably in charging him for the Repayment Option Plan.

My decision is that I do not uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L either to accept or reject my decision before 7 January 2014.

Kim Parsons

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, on 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.