

complaint

Mr N complains that Vanquis Bank Limited mis-sold him a repayment option plan (ROP) when he took out a credit card with them. He says that it wasn't suitable for him and he wasn't made aware of how much it would cost him. He wants Vanquis to refund what he has paid.

our initial conclusions

The adjudicator was satisfied that the plan had been properly explained to Mr N at the time he took it out. She didn't think it was fair to uphold his complaint. Mr N didn't agree. He felt the adviser who sold him the plan hadn't explained it properly. He also said that since he didn't get statements for his account he didn't know he was paying for the plan every month or that the amount he paid increased as his balance did.

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 recording of the relevant call. Vanquis explained that the ROP was optional, set out the cost and benefits of the plan and explained the cancellation rights. Mr N was told he'd be sent information about the ROP in the post and should check it was right for him. He agreed in that call to add the ROP to his account, and Vanquis confirmed back to him he'd opted to take it. I'm satisfied that Vanquis gave Mr N enough information for him to make an informed decision about the ROP. It was for him to decide whether it was suitable and whether he wished to take it. Mr N says he only got a few paper statements for his Vanquis account. Vanquis's records show that Mr N had asked for online statements. I have no reason to believe this isn't the case. Whilst Mr N may not have been receiving paper statements I think it's likely that he would have had access to online statements. They would have told him how much he was paying for the ROP.

I can't say Mr N was mis-sold the ROP and can't fairly ask Vanquis to refund what Mr N has paid.

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N either to accept or reject my decision before 7 January **2016**.

Nicola Crabb

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.