

## **complaint**

Mr F complains that Vanquis Bank Limited has charged him for a Repayment Option Plan (ROP) which he did not agree to take. He wants a refund of all the monthly payments for this plan.

## **background**

Mr F applied for a credit card from Vanquis in 2009. To activate the card he called Vanquis, and at that point Vanquis says he agreed to take out a ROP, for which monthly charges were payable. Mr F says he did not agree to take out a ROP and was not sent any correspondence relating to it. He only realised that he was being charged for the plan in 2015, and wants all the relevant charges refunded.

Our adjudicator did not recommend that the complaint should be upheld. She concluded, in summary, that Vanquis had set up the ROP with Mr F's consent. A refund of the plan charges was not therefore appropriate.

Mr F does not accept the adjudicator's conclusions. He says, in summary, that this service is supposed to be a consumer champion and that the adjudicator had made her decision without considering all of the evidence. He says the onus is on Vanquis to prove that he agreed to the plan - which, in the absence of a recording of the critical November 2009 telephone call, it cannot do. He also repeats that he did not receive any correspondence about the plan, and says that the adjudicator's review of the scripts used by Vanquis employees when receiving activation calls does not prove that he agreed to the plan.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I have to reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

In the absence of a recording of the 2009 telephone call it is impossible to know with absolute certainty what was said about the ROP in that call. do not infer anything suspicious from the inability of Vanquis to provide such a recording six years after the call was made. Financial institutions are not required to record calls and if they do the normal practice is only to retain them for a matter of months.

Based on all the evidence that is available, on the balance of probabilities I conclude that Mr F did agree to take out the ROP. In reaching this view I am particularly influenced by the monthly ROP charge being shown on Mr F's credit card statements for many years. Had he not wanted the ROP it is fair and reasonable to have expected him to question these charges much earlier. I also find persuasive Vanquis's evidence of the scripts its call agents used and that it did send Mr F details of the plan – if he did not receive these details I cannot hold Vanquis responsible for any failure of the postal service.

I appreciate that in reaching this view Mr F may feel I am questioning his honesty, but given the number of years that have passed it is possible that he has forgotten exactly what was discussed in the critical call.

In response to some of Mr F's other comments in his reply to the adjudicator's findings I must explain that we were established by Parliament to be an informal financial services dispute resolution service. We were not set up to be a consumer champion but instead to provide an independent view on disputes between financial institutions and their customers. When our adjudicator first spoke to Mr F about his complaint she tried to manage his expectations of the likelihood of his complaint being upheld given what he had already told her. She did say that she could not reach a view on Mr F's specific complaint until she had all of the evidence.

In his response Mr F also said the adjudicator had not investigated the broader charges on his account. However, on looking at his complaint form I see that he only asked us to investigate whether he had agreed to take out the ROP. The adjudicator's notes of a telephone conversation with him also say that he wanted her only to look into the ROP at this stage. If Mr F now wants to complain about these charges he will need to raise a fresh complaint, initially with Vanquis and then, if dissatisfied with the response, with us.

### **my final decision**

My final decision is that I do not uphold this complaint against Vanquis Bank Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F to accept or reject my decision before 18 January 2016.

Malcolm Rogers  
**ombudsman**