

complaint

Mr N complains that he was mis-sold a Repayment Option Plan (ROP) by Vanquis Bank Limited on a credit card he opened in 2012. He says the information he was given was confusing. He wants a refund of all the ROP payments he has made.

our initial conclusions

The adjudicator recommended that the complaint should be upheld. She was satisfied that during a telephone call when Mr N asked for details about the ROP, he was incorrectly told that if he paid his balance in full before the due date he would not be charged for it. Although Mr N was sent written information with the accurate terms and conditions, the adjudicator said he was likely to have been confused by the contradictory information he was given in the telephone call. The adjudicator also thought that it was likely that Mr N would not have taken out the ROP if he had fully understood what it would cost. She recommended that Vanquis should rework the account as though the plan had not been applied.

The bank agreed that its agent had not made the terms and conditions clear in the telephone call, but has not responded to the adjudicator's recommendation.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything Mr N and the business have provided.

I have come to the same conclusion as the adjudicator, for much the same reason. I consider it is likely that after the telephone call Mr N did not fully understand the ROP or what it would cost him. I am satisfied that if he had understood the true cost he would not have taken out the plan.

My decision is that I uphold this complaint and I order Vanquis Bank Limited to rework Mr N's account as though the plan was not applied and refund any outstanding charges.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N either to accept or reject my decision before 27 March 2015.

Charlotte Holland

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.