

complaint

Miss N complains that Vanquis Bank Limited added a repayment option plan (ROP) to her account without her knowledge or consent. She is represented by M, a claims management company.

our initial conclusions

Our adjudicator did not recommend that the complaint should be upheld. He considered it likely that Miss N had been informed about and agreed to the ROP being added to her account. He found that Vanquis provided sufficient information about the plan in the script it followed in its initial account activation call and in the welcome pack sent out afterwards. He also considered that Miss N would have been aware of the ROP payments on her monthly statements. In response Miss N and M say that Vanquis deviated from the script used during the activation call and they want Vanquis to provide a recording of the call.

my final decision

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

I agree with our adjudicator's findings for broadly the same reasons. Vanquis has not retained a copy of the recording of Miss N's account activation call, nor is it obliged to do so. Instead Vanquis has provided a copy of the script it would have followed during the call. I am satisfied that this does explain the product and that it is optional. Miss N and M say that Vanquis deviated from the script. I consider, on balance, that it is more likely than not that Vanquis did follow the script. It was then up to Miss N to decide if it met her needs.

As our adjudicator has already explained, the ROP is not payment protection insurance and Vanquis did not have to ensure it was suitable for Miss N's needs. On balance, I consider it likely that Miss N agreed to the plan in the original activation call. I am also satisfied that Vanquis would have sent its welcome pack to Miss N. This pack contained terms and conditions which also explained how the ROP worked and that it was optional. I am satisfied that Miss N was, or should have been, aware of the ROP and how it worked.

Accordingly my decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss N either to accept or reject my decision before 14 January 2014.

Claire Jackson

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 – that is what I consider most likely to have happened, given the evidence that is available 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.