

complaint

Ms H complains that Vanquis Bank Limited mis-sold her a Repayment Option Plan (ROP) on her credit card account.

our initial conclusions

The adjudicator was satisfied that the ROP was not miss-sold. In his opinion, Vanquis had given Ms H sufficient information about the ROP. The adjudicator explained that ROP is not Payment Protection Insurance (PPI), so Vanquis was not required to ensure the product was suitable for Ms H's needs.

In response, Ms H disagreed, and said that Vanquis had misled her about how the ROP worked and that she was unexpectedly unable to activate the ROP when she became unemployed.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Ms H and Vanquis have provided. 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 is most likely to have happened, given the evidence that is available and the wider circumstances.

ROP is not PPI and there was no requirement for Vanquis to ensure that it was appropriate for Ms H. Vanquis was required to make it clear that ROP was optional, and to give Ms H enough information about the ROP so she could decide whether it was right for her.

I acknowledge Ms H says that Vanquis did not explain what would happen if she was no longer employed or tell her the ROP was optional. But Vanquis has provided the Financial Ombudsman Service with a copy of the terms and conditions that explain how the ROP works. I have also seen a copy of the script it used to sell ROP, which makes it clear the product is optional. And I can find no evidence to suggest that it deviated from this script on this occasion. So I find I cannot fairly conclude that the ROP was miss-sold to Ms H.

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms H either to accept or reject my decision before 16 August 2013.

Sarah Brooks

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.