

### **complaint**

Mr F complains that Vanquis Bank Limited automatically added a Repayment Option Plan (ROP) to a credit card account he took out in 2006. Mr F says he was not given a choice about this and it was inappropriate as he was self employed and could not have made a claim. Mr F wants a refund of all the ROP payments he has paid plus interest.

### **our initial conclusions**

The adjudicator didn't recommend that the complaint should be upheld. She was satisfied Vanquis would have explained the ROP on the telephone to Mr F, following its usual 'script', and have sent him the terms and conditions. Both script and the terms and conditions describe the ROP and explain it is not compulsory. The ROP could be activated by Mr F if he found himself unable to work for a number of clearly identified reasons. He would have been able to claim even though he was self-employed. The ROP payments were applied to Mr F's account every month and clearly marked on his statements. Mr F did not complain until 2013, at which point Vanquis cancelled the ROP at his request. Mr F's representatives do not accept the adjudicator's view. They say it is insurance and because the original call has not been listened to, it cannot be proved that the script was followed.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr F and Vanquis have provided. I have come to the same conclusion as the adjudicator, for much the same reasons. I consider it is more likely than not, on balance, that Vanquis followed its script and sent the terms and conditions of the ROP to Mr F. These both make the optional nature of the plan and its purpose clear. Mr F could have claimed on the ROP if he had needed to by supplying the appropriate documentation.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr F either to accept or reject my decision before 27 May 2014.**

*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**

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence 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.