

complaint

Miss D complains that because Vanquis Bank Limited did not explain the terms and conditions of the Repayment Option Plan (ROP) to her when she took it out, she believed her credit card repayments would be met when she was made redundant.

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. She concluded that Vanquis had explained the product's features to Miss D during the telephone conversation it had with her, when she agreed to take out the ROP. Miss D disagreed with the adjudicator's view and said, in summary, that in her mind she thought her payments would be covered. She also said that because of her dyslexia she was not very good at reading and understanding things.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss D and the business have provided.

Vanquis has provided a copy of the telephone conversation with Miss D. It explained the benefits and costs of the ROP during this call. Miss D also received a welcome pack containing information about the ROP. As the ROP is not Payment Protection Insurance, I am satisfied that Vanquis did all it was required to do to explain the features of the ROP to her. Miss D appears not to have mentioned that she had dyslexia at the time, but even if she had, the details of the ROP were explained to her on the telephone before she was sent details in writing.

In the circumstances I cannot therefore reasonably require Vanquis to meet Miss D's credit card payments whilst she was out of work, because the ROP did not provide this cover.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Miss D either to accept or reject my decision before 30 July 2013.

Kim Parsons

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.