

complaint

Mr A complains that Vanquis Bank Limited has charged him for a Repayment Option Plan ('ROP') which he doesn't remember agreeing to.

our initial conclusions

Mr A took out a credit card with Vanquis in July 2008. The ROP was added to his account ten days later. Payments for the ROP were then charged to Mr A's credit card each month.

Our adjudicator didn't recommend that the complaint should be upheld. She said, in summary, that Vanquis's sales script set out the cost and benefits of the ROP and explained that it wasn't compulsory. Mr A doesn't agree, so the complaint has been passed to me.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr A and the business have provided. Having done so, I've reached the same conclusion as the adjudicator.

The ROP was sold to Mr A shortly after he opened the credit card account. So I think he'd have known at the time that he didn't need to take it in order to get the card. I'm satisfied, on balance, that Vanquis would have explained the main features of the ROP to Mr A. This would have included the fact that the ROP wasn't compulsory, and the cost and benefits. It was up to Mr A to decide whether the ROP was suitable for his needs. And I can see why he might have thought the benefits it offered could be useful to him.

I'm satisfied, on balance, that Vanquis gave Mr A enough information about the ROP for him to be able to understand it, and that he agreed to it. I'm sorry to disappoint Mr A, but it follows that I can't reasonably require Vanquis to refund the money he paid for the ROP.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A either to accept or reject my decision before 20 July 2015.

Juliet Collins

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 is 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.