

complaint

Mrs T complains, through a complaints management company, that she did not agree to the Repayment Option Plan ('ROP') that Vanquis Bank Limited included in her credit card account. She wants to be reimbursed any money due to her.

our initial conclusions

Mrs T says that she was sold a credit card in a shopping mall. She says that she did not agree to the inclusion of the ROP. The adjudicator took the view that Mrs T had been given sufficient information for her to make a proper decision as to whether she wanted the ROP or not. The adjudicator also felt that Mrs T's monthly statements clearly showed that the plan was in place, so she would have been aware of it. Mrs T did not agree. She said that the woman who sold her the credit card was only interested in making the sale and had explained nothing to her.

my final decision

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

On balance I find that the ROP was discussed in the course of a follow-up telephone call, following Mrs T's initial application for the account. I have seen the script used on telephone sales. I have no reason to conclude that it was not followed. I find that the script made clear that the ROP was an optional feature and did not have to be taken out for the credit card account to be opened. It also explained the protection the plan provided and how it was to be charged. I have also seen the terms and conditions for the account, which would have been given to Mrs T. These give substantially the same information. I also find that her monthly statements showed that she was being charged for the plan. She did not cancel it for just under three years. Accordingly, I find, on balance, that Mrs T did agree to include the plan and had sufficient information to understand how it worked and how she would be charged for it. She also had had ample opportunity to cancel it, had she changed her mind earlier.

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs T either to accept or reject my decision before 7 April 2014.

Ros Barnett

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 it is in part here), I reach my decision on the balance of probabilities - in other words, what I consider is most likely to have happened in the light of the available evidence.

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.