

### **complaint**

Mr K complains that a Repayment Option Plan (ROP) was added to his credit card account by Vanquis Bank Limited, without him agreeing to it. He wants a refund of all charges made for the plan.

### **our initial conclusions**

The adjudicator did not recommend that this complaint should be upheld. She concluded that Vanquis had provided sufficient information to Mr K, about the plan, which was optional. The benefits and cost of the plan were included in the terms and conditions, which Mr K agreed to when he opened his account. Mr K does not accept this conclusion, as he says he would not have taken out a product that he did not need.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr K and Vanquis have provided.

ROP is not Payment Protection Insurance, so there was no requirement on Vanquis to ensure the product was suitable for Mr K.

Although the recording of the telephone call is not available, I have seen the script used and I am satisfied that it was more likely than not, that Mr K was provided with sufficient information about ROP. I make this decision based upon the fact that the terms and conditions refer to ROP. Also, each monthly statement sent to Mr K, over a period of over six years, itemises ROP as a separate item. Each month Mr K was informed that he was being charged for ROP and he raised no queries.

I do not find that Vanquis added ROP to the account without Mr K's agreement and I do not consider it would be fair or reasonable to require Vanquis to refund the plan charges.

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

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr K either to accept or reject my decision before 17 October 2013.**

*Geraldine O'Donnell*

*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.