

complaint

Ms G complains that Vanquis mis-sold her a Repayment Option Plan (ROP). She is represented by L which is a claims management company

our initial conclusions

The adjudicator did not recommend that the complaint should be upheld. In his opinion the ROP was not mis-sold as Vanquis had been able to show that it had described the product to Ms G and told her it was optional. The adjudicator explained that ROP is not Payment Protection Insurance so there was not a requirement on Vanquis to ensure the product was suitable for Ms G's needs.

In response L and Ms G said that Vanquis deviated from the script it used when it sold her the ROP.

my final decision

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

I find I agree with the adjudicator that for the ROP the requirement on Vanquis was to provide Ms G details of how the product worked and to clarify that it was optional. It was then for Ms G to decide whether it was suitable for her. Vanquis has provided a copy of the script it used to sell ROP which does explain the product. I appreciate that L and Ms G have said they believe Vanquis deviated from this script. But I can find no evidence to suggest that it did so on this occasion. I conclude, on the balance of probabilities, it is more likely than not that Vanquis did explain the ROP to Ms G, and that it was optional, and so I cannot fairly uphold this complaint.

My final decision is that I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I am required to ask Ms G either to accept or reject my decision before 23 May 2013.

Sarah Brooks

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.