

### **complaint**

Mrs W complains that Vanquis Bank Limited charged her for a Repayment Option Plan (ROP) which she doesn't recall agreeing to. She'd like all the charges she's paid for this to be reimbursed.

### **our initial conclusions**

This complaint is about a ROP taken out in 2012 and the policy was added to Mrs W's credit card account when she applied for the card over the phone. The original call recording isn't available.

Our adjudicator did not uphold the complaint. Mrs W disagreed with the adjudicator's opinion 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 Mrs W and Vanquis have provided.

I think Vanquis made Mrs W aware that the ROP was optional and that she chose to take it. I say this because it appears that the ROP would have been offered after Vanquis told Mrs W that her application was approved and her account was set up. It's been suggested that Vanquis might not have followed its sales script. But I can't uphold this complaint just based on what Mrs W says.

I think it's more likely that Vanquis would have followed its usual sales process. I can see why Mrs W might have felt ROP benefits could have been useful to her. And ROP payment details were shown on her monthly statements. So, on balance, I don't think the evidence is strong enough for me safely to say that Mrs W wasn't given adequate information about the ROP or that she didn't ask to have it. It looks likely to me that Mrs W has forgotten she agreed to take out the ROP when she opened the account. That's understandable, given that the phone call took place some years ago. But I don't find that Vanquis mis-sold the ROP or that Mrs W didn't agree to have it.

**So my final decision is that I do not uphold Mrs W's complaint.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mrs W either to accept or reject my decision before 29 June 2015.**

*Susan Webb*

*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.