

The complaint

Mr L complains that Creation Financial Services Limited (“Creation”) made phone calls to him chasing payment while he was on a payment holiday and then offered him compensation but failed to pay it.

What happened

Mr L had a credit card account with Creation. In July 2020, a payment holiday on his account was extended. A few days later, he paid off the account balance in full. But he says that, while the payment holiday was in place and after he’d paid off the balance, he received a number of phone calls from Creation. He says the phone calls were aggressive and made him feel stressed and anxious.

Mr L complained to Creation and it upheld the complaint. It said there had been an error on its system which meant that phone calls had been made to Mr L by mistake. It apologised and said it had credited his account with £40 as compensation, which he would see on his next statement.

Mr L wasn’t happy with Creation’s response and came to this service. He said that £40 wasn’t enough to compensate him for Creation’s mistakes. And, in any event, he hadn’t received the £40 because Creation had closed his account. He said that Creation should pay him £1,000 at least to compensate him for the aggression of the phone calls and the fact that it hadn’t honoured the compensation payment which it said it would make. Our Investigator thought that Creation had dealt with the complaint fairly. But Mr L didn’t agree and asked for his complaint to be reviewed by an Ombudsman.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

It’s not in dispute here that Mr L’s payment holiday was extended in July 2020 and that Creation made phone calls to him afterwards by mistake. Nor is it in dispute that Mr L cleared his balance in full in July 2020. So, what I’m deciding here is whether the compensation offered by Creation is enough to put things right.

Mr L says that Creation made several calls to him, including six in one day. The contact notes provided by Creation show that two calls were made after the payment holiday had been extended. This ties in with Mr L’s complaint letter to Creation, which referred to two calls. The date of Mr L’s complaint letter is the same day that he cleared his account balance. I haven’t seen any evidence of calls made after that. On the evidence I’ve seen, I can’t safely conclude that more than two calls were made to Mr L.

Mr L says that the calls were aggressive and I’m sorry to hear about how they made him feel. The notes I’ve seen confirm that, on both calls, the agent realised that the call had been made by the system in error and explained this to Mr L. I don’t doubt that it was distressing and inconvenient for Mr L to receive these calls. But I’m satisfied that the agents accepted

during the conversations with Mr L that the calls shouldn't have been made. So, I think the impact of the calls was minimised. And I note that Creation accepted when responding to the complaint that it had made a mistake and apologised that the calls had been made.

In these circumstances, I think Creation's offer of £40 is fair. I realise Mr L feels strongly that it isn't enough and I'm sorry to disappoint him. But, on the evidence I've seen, I don't think a higher payment is warranted here.

Mr L says that he hasn't received the £40, even though Creation said it had credited his account. Creation provided a statement dated 3 October 2020, showing the transactions on Mr L's account for that statement period. It shows that £40 was credited to the account on 9 September 2020.

Mr L says that this statement is manufactured and not typical of the statements he received. He's provided a copy of the statement he received in October 2020. This does look different from the transaction statement provided by Creation. But I wouldn't necessarily expect the file copy statement of transactions which Creation provided to this service after the event to look exactly the same as the statement the customer received in the post at the time. The key thing here is whether the transaction information shown on the statements is the same - it is. The statement provided to me by Mr L shows that the goodwill payment of £40 was credited to his account on 9 September 2020, as Creation said.

Creation has confirmed that Mr L's account was closed several months after this, because it was no longer offering that type of card to customers. I'm satisfied that the £40 was credited to Mr L's account before it was closed. But the credit balance doesn't seem to have been transferred to Mr L before the closure. Creation accepts that it wasn't.

I haven't seen anything which explains why the balance wasn't transferred to Mr L. But Mr L had received the statement showing the payment had been credited and the statement contained Creation's contact details. So I think it's fair to say that he could have got in touch to ask how the credit balance could be transferred to him. In any event, Creation has offered to transfer the £40 to another account held by Mr L. Mr L has now provided account details so that can happen. I think that's fair in the circumstances here, so I'm not going to ask Creation to do any more.

My final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 22 December 2021.

Katy Kidd
Ombudsman