

The complaint

Mr G complains that Creation Financial Services Limited (CFS) didn't freeze interest charges on his account which he says it agreed to do. He would like the charges waived so that he is only liable for the original balance.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my decision.

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.

. Having done so I have reached the following conclusions:-

- Mr G told us that when he went abroad in March 2018 he agreed with CFS that a freeze would be place on his account meaning no interest charges would apply. So, I appreciate his frustration that interest charges have continued to apply
- I have looked at the customer contact notes CFS has given us. These confirm Mr G advised CFS on 25 February 2018 he was going abroad. Several issues are covered in the note such as advice on handling fees and interest charges for cash transactions and reinstating his account after problems accessing it. There is no mention of any financial difficulties or of any agreement to freeze his account
- On 15 May 2018 the notes show Mr G told CFS he had lost his job and wanted to know the minimum he had to repay and that he would get back to CFS about this. I can't see any evidence that he did so. Again, there is no reference to CFS agreeing to put a freeze on his account. And Mr G hasn't provided any evidence to confirm this so I can't reasonably conclude that such an agreement was set up.
- In August 2021 it seems Mr G contacted CFS to say he couldn't clear the arrears on the account within twelve months. CFS put Mr G's account on hold for 30 days pending him returning a finance statement. In October 2021 the notes show Mr G says he had done this, but it seems he sent a document with links in it that CFS couldn't open. It asked him to resend the document, but he refused. From the notes it seems CFS asked for this several times, but Mr G didn't provide this.
- We expect businesses to respond positively and sympathetically to consumers who are having financial problems but that doesn't automatically mean that arrears on accounts are written off or that interest or other charges will be waived. In deciding what course of action is appropriate we expect businesses to consider a consumer's financial situation. So, it wasn't unreasonable of CFS to have asked Mr G to provide a financial statement. it is what I would have expected it to do.
- I appreciate there seems to have been some technical issues around links in a document that Mr G sent back. From the customer notes he was advised how to

provide this information but seems to have chosen not to do so. Without this information it's not unreasonable for CFS not to have set up any plan to support Mr G with his account management – it had no financial information on which to base an appropriate plan on.

- Mr G asked us to listen to phone calls between himself and CFS. I have listened to all the phone calls that CFS was able to provide. Unfortunately, these only cover the time from when Mr G stated his intention to complain to us. They don't confirm any agreement to freeze the interest charges on his account. However, had such agreement been made I would have expected some reference to this in the account notes but there is none, So I can't reasonably conclude that CFS agreed to this
- Taking all of the information I have into account I don't feel that CFS has done anything wrong. I can't find any evidence it agreed to freeze Mr G's account. And when Mr G said he had issues making repayments CFS asked for appropriate information that Mr G chose not to give. On this basis I can't reasonably ask CFS to waive the interest charges that have accrued on his account as Mr G would like

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 June 2024.

Bridget Makins
Ombudsman