

## **The complaint**

X says he wasn't told he'd have to pay interest on a purchase he made using a Buy Now Pay Later (BNPL) account provided by Creation Consumer Finance Ltd ("Creation").

## **What happened**

In September 2022 X bought goods and funded them through a BNPL account with Creation that was agreed in store. He says he was told he wouldn't have to pay for the goods for a year but that he wasn't told interest would be added after that. X says he wasn't provided with copies of the credit agreement.

Creation didn't uphold X's complaint as they noted he'd signed the credit agreement that explained interest would be added if full payment wasn't received by 7 September 2023. When X referred his complaint to this Service our investigator didn't think Creation had done anything wrong.

X asked for a final decision by an ombudsman, so the complaint has been referred to me.

## **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.

I know it will disappoint X, but I agree with the investigator's opinion. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I don't think Creation have been unreasonable here. I think it's more likely than not that X had been made aware of the terms of his agreement. I say that because:

- He'd signed the running credit agreement electronically in store. That agreement explained that if full payment wasn't received by 7 September 2023 interest would be charged from the date of purchase.
- Creation wrote to him in March 2023 at the address we have on file. They reminded him of the September 2023 deadline.
- Creation also emailed X to tell him his monthly statements were available. Had X accessed those statements they also explained that the purchase would attract interest if unpaid. But even if he didn't access the statements, I think the emails would have been likely to prompt X to call Creation and check what account the statements related to. I can't see he did that.

- X clearly understood that there was an agreement to buy now and pay later and, in those circumstances, I think it was his responsibility to ensure he was familiar with the terms of the agreement that allowed him to do that.

It's for those reasons that I don't think Creation have done anything wrong here.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 20 August 2024.

Phillip McMahon  
**Ombudsman**