

The complaint

Mr B complains that Tymit Ltd failed to notify him that it was going to remove his interest free benefit.

What happened

Mr B held a Tymit credit card which, as an employee of Tymit, was supposed to be interest free. Mr B says Tymit didn't make him aware that it was removing his interest free benefit.

After Mr B came to our service, Tymit thought his complaint fell outside our jurisdiction as it related to an employee benefit. Our investigator initially agreed that we could not consider Mr B's complaint about Tymit removing the six-month interest free promotion as it was part of his employment benefit. Our investigator said that Mr B's credit agreement didn't mention the six month interest free promotion so it was not covered under the terms of a regulated credit agreement.

Our investigator noted that Mr B was unhappy that he had not received a notice of variation when the three-month interest free period offered to customers of Tymit was also removed. But our investigator could not see that Tymit had removed the interest free period. If it had, our investigator would have expected Tymit to have sent out notice of the change.

Mr B explained that Tymit removed both the three and six-month interest free period without sending a notice of variation to him.

Our investigator said that as Mr B was also complaining about Tymit withdrawing the three-month interest free period provided under the terms of the credit agreement, he could consider this aspect of the complaint.

Having considered Mr B's concerns about the lack of notice of variation for the removal of the three-month period, our investigator did not uphold the complaint. Our investigator explained that Tymit withdrew the three month interest free period for all customers in July 2023 – nine months before Mr B's employment ended. Tymit said that it shared details widely with staff but did not send out notices of variation to staff as they would still benefit from the six-month interest free period offered to staff.

Mr B disagreed with the investigation outcome but didn't give further reasons why.

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 appreciate that I have summarised this complaint in less detail than the parties and that I have done so using my own words. The rules that govern our service allow me to take this approach. But this doesn't mean I have not considered everything the parties have given to us.

Under the terms of Mr B's credit agreement with Tymit, it charged 0% interest on new unpaid

purchases that were set up to be paid back in three instalments. The credit agreement also said that Tymit would give customers at least 30 days' notice of a change in interest rate by including a message in their monthly statement or via a message in the mobile app.

I appreciate Mr B says that Tymit did not give him notice of its intention to remove the three month interest free period but I am satisfied that as an employee of Tymit, he was aware that the three-month interest free period had been removed some months before his employment ended.

The businesses that we cover sometimes share information with us on a confidential basis. The evidence supplied shows various internal communications where the removal of the three-month interest free period for customers was discussed. These, together with what I know about Mr B's role at Tymit, make it difficult for me to find that Tymit failed to make Mr B aware that as an external customer, he would no longer benefit from the three-month interest free period. Instead, Mr B was eligible for the six-month interest free employee only benefit while he continued to work at Tymit.

As our investigator has already explained, I cannot consider any aspect of Mr B's complaint as it relates to the loss of the six-month interest free period once he no longer worked for Tymit. But insofar as Mr B's complaint relates to the removal of the three-month interest free period previously offered under the terms of his credit agreement, I don't find Tymit acted unfairly, so I don't uphold his complaint.

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 B to accept or reject my decision before 2 December 2024.

Gemma Bowen
Ombudsman