

## **The complaint**

Mr F has complained that Creation Consumer Finance Ltd unfairly terminated his car finance agreement.

## **What happened**

Mr F entered into a car finance agreement with Creation. However, this was terminated after the account fell into arrears. Mr F feels this was unfair, and says he was given vague and misleading advice by Creation's representative. I will call the representative 'E'. He explained that in a call on 17 July 2024, he was told he could make a missed payment 'in a few days'. He thinks this was unclear, and made him think he had longer to make the payment.

One of our investigators looked into what had happened. He could see that Creation had first contacted Mr F about arrears on 4 September 2023. It then did so again on 3 October. As no payments were received, the account was passed to E on 7 November 2023. This was followed by a default notice on 11 January 2024.

E then contacted Mr F on 1 February 2024, to say that Mr F had agreed to pay £100 a month, and failure to adhere to this could result in termination of the agreement. A further email followed on 2 April, then another default notice was issued on 10 April. Mr F then spoke to E on 17 April, and asked to reinstate the £100 a month payment plan. Unfortunately, the plan failed, and Mr F was sent emails on 7 May, 10 May, 14 May and 20 May to say the account was at risk of being terminated. This was followed by a call on 17 July 2024, where it was agreed Mr F would make a payment 'in a few days'.

Our investigator was satisfied that Mr F had been told multiple times that his account would be terminated if he didn't make repayments. And he didn't think the phrase 'a few days' was misleading. Although it could be open to interpretation, this didn't extend as far as a number of weeks. And the termination process wasn't started until 6 August, so almost three weeks after the phone call.

For these reasons, he thought it had been reasonable of Creation to terminate the account.

## **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'm not upholding it. It's clear that both Creation and E contacted Mr F multiple times to explain the consequences of non-payment. And I don't think the term 'a few days' is sufficiently ambiguous to mean that Mr F could reasonably wait a number of weeks. And Creation only started the termination when no payment had been received for almost three weeks after the call. Accordingly, I don't think Creation has acted unfairly.

## **My final decision**

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 6 June 2025.

Elspeth Wood  
**Ombudsman**