

The complaint

Mr W held a finance agreement with Creation Consumer Finance Ltd. He's unhappy with several administrative issues related to it.

What happened

Mr W held a finance agreement with Creation.

In short, he perceives Creation to have handled several administrative matters poorly. I've seen he's unhappy with its handling of his Subject Access Request (SAR); his requests for general assistance, some difficulties he's had using Creation's online portal. He's also mentioned his unhappiness at a voicemail message left by a Creation member of staff which he thought was unclear; there's issues he has with interest and the settlement of his finance agreement as well as Creation's general practices, like its use of automated telephony software.

Over the course of some years, Mr W has made several complaints to Creation encompassing everything – and more – that I've set out above. Creation, in response, has rebutted all complaints Mr W has made; in summary, it doesn't feel it's acted unfairly or unreasonably towards him in any regard.

Mr W contacted our Service in February 2024 and, essentially, brought everything he'd complained about to us for an independent review. An Investigator here looked at what had happened, but she didn't think that we could consider most of Mr W's complaint points; she said that because they'd been brought too late under the rules we must apply.

Instead, we could only consider some of Mr W's overall complaint. Specifically, the Investigator thought we could consider Mr W's unhappiness at Creation's use of telephony software, some disconnected calls to Creation's helpline, and an alleged unclear voicemail.

Our Investigator, having reviewed matters, didn't think Mr W's complaint should be upheld. She explained that we've no power to order a business to change its internal policies and/or processes, so we couldn't order it to change its telephony system. She also set out that, from the evidence she'd reviewed, Creation hadn't done anything wrong in relation to phone calls Mr W had made to its helpline; nor did she think, having listened to a call recording, that the voicemail Mr W was unhappy with had been unclear.

Mr W disagreed, and he asked for an Ombudsman's decision. In January 2025, I issued a provisional decision. I said:

"Preamble

Given the number of complaint points raised by Mr W over a lengthy period of time, and before addressing any merits of those points, I think it's important to set out

exactly what my decision covers – and what it doesn't cover. Additionally, I also consider it worth explaining some more about the jurisdiction of this Service.

To begin with, I'll say it's clear to me that Mr W has had several issues with Creation over the years. I've seen a lot of correspondence between both parties regarding many different points, as well as some repetition of the same points, all culminating in a referral to our Service by Mr W in February 2024. As I understand it, Mr W wants us to review everything he's complained about. I'm afraid, though, that I don't think we can.

The rules which govern our service are set by The Financial Conduct Authority (FCA); they're known as the Dispute Resolution (DISP) Rules and I'm obliged to operate in-line with them. Among other things, the rules set out timescales within which complaints need to be brought to this Service. Of particular relevance here, to Mr W's over-arching complaint, is DISP 2.8.2R (1). It explains that a complaint referred to us more than six months after a final response was sent is out of time; that is, unless there are exceptional circumstances which prevented it being referred in time.

Mr W has been issued with several letters, each a valid final response in their own right, in rebuttal of various complaints he's raised over the years. Mr W hasn't, though, referred some of those complaints to us within six months of the date of the respective final response letter.

When asked why he didn't refer those complaints to us in time, Mr W said it was because he'd carried on corresponding with Creation regarding things like a Subject Access Request he'd made. That, in my view, isn't an exceptional circumstance – which would be the only other way I could consider complaints referred too late.

Mr W has repeated concerns over the Subject Access Request (SAR) he raised. I can't consider the merits of any complaint about this point; Mr W was issued with a final response about it in August 2023, but didn't then refer to us in time. Nonetheless, I wanted to reiterate that it's not the role of the Financial Ombudsman to decide if a business has breached data protection laws. That falls to the Information Commissioner's Office (ICO) to decide, and I know our Investigator has already provided details of that organisation should Mr W seek to contact it.

With that in mind, while I won't set out an exhaustive list, what I've considered here is:

- Mr W's calls to Creation's helpline;*
- Creation's use of telephony software;*
- An alleged unclear voicemail left by a Creation agent; and*
- Mr W's issues with Creation's online portal.*

I'm satisfied everything else Mr W has complained about was referred to us too late. I'll also mention that large parts of Mr W's complaint can be deemed as being about general customer service. In DISP, customer service is not one of the activities listed as a regulated activity. Generally, that means we cannot consider complaints solely about customer service. Here, though, I think the issues Mr W has complained about are ancillary to a regulated activity; that being his finance agreement. So, on that

basis, I'm satisfied we can consider the points I've set out above.

I see no reason to divide the complaint points that I can consider into separate cases, although they were addressed in different letters from Creation; I'll review them all here.

Mr W's complaint

Mr W has, clearly, had issues with obtaining help and support from Creation. He's referenced disconnected calls when trying to use its helpline; issues with its online portal and he's generally unhappy with its use of certain telephony software. All of that is unfortunate, and I've no doubt it's been frustrating. Even so, from the information I have, I can't fairly conclude that any issues here are down to an error on Creation's part. I'll explain why.

Looking first at telephony issues; Creation's provided internal notes which show that several calls were indeed made, by Mr W, to its helpline. None of those, though, appear to have been disconnected by Creation. Instead, from the information I have, it appears it was Mr W who ended the calls. I don't, of course, know for sure what happened here – but in the absence of anything conclusive to show that Creation was at fault, I can't fairly say it did something wrong in this regard.

Similarly, on the topic of phone calls, while I know Mr W doesn't like to use Creation's telephony software, it's not something I can require Creation to change. We're not the regulator, and I can't force Creation to alter its procedures or processes more generally. That'd include Creation's decision to adopt certain software. Ordering a firm to change, or alter, an internal process would fall firmly within the remit of the regulator – the Financial Conduct Authority (FCA).

I've also listened to the voicemail Mr W says he's unhappy with. As I understand it, Creation's agent was returning a call to discuss points Mr W had raised. My view is that the voicemail was clear; the agent provided their name, reason for calling and said that they'd aim to call again later that day – as well as the following day. The agent also provided Creation's number, should Mr W be able to call back himself. I don't find there to be anything unreasonable about that.

Next, looking at Creation's online portal, I've seen that it's explained why it requires passwords to be used for security and general protection. I don't think there's anything inherently obstructive in that; in fact, I'd expect to see a firm take steps to protect itself and its customers. Additionally, I've not seen anything to suggest that Creation ignored – purposefully or otherwise – any messages Mr W typed to it using the online portal. So, again, based on the information and evidence I have, I can't conclude Creation did something wrong here.

Overall then, to sum up, I'm not currently persuaded that Creation has acted unfairly or unreasonably. While I understand Mr W might be frustrated by some aspects of his engagement with Creation, he's said himself how nothing that's happened has caused him a financial loss. That means I can be broadly satisfied that nothing here has amounted to detriment – rather, perhaps, simply some mild annoyance – such

that compensation is due.

It's for the reasons I've explained that I don't find Mr W's complaint should be upheld. So, I don't intend to require Creation take any further action."

Creation accepted my provisional decision. Mr W, though, disagreed; he provided further comments and arguments in support of his complaint. In summary, he said:

- Only one contact telephone number was available for him to use, and Creation's staff never supplied direct contact numbers.
- Creation did wrong by not responding to his requests for assistance.
- He'd been forced to end conversations with Creation due to its inflexibility.
- Creation had provided Mr W a password which was too "clumsy" for him to use.
- The voicemail left by Creation was unclear.
- Everything combined amounted to more than mild annoyance. Mr W's claim, for £200 compensation, was for mental distress he'd been caused – which he says resulted in medication – and not for any specific financial loss.

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.

First, I'd like to pass on my thanks to Mr W for his detailed and substantive response to my provisional decision. It's certainly clear that this matter, encompassing all the issues he's had with Creation, means a great deal to him. As in my provisional decision, I've focussed on the crux of the matter – and haven't gone into the same level of detail as Mr W. Again, I mean no discourtesy in my approach.

Additionally, before I explain my final decision, I'll be clear at the outset that my position – in terms of our jurisdiction – remains the same. The points I think we can consider are set out above in the extract from my provisional decision, so I won't repeat them here; I'm satisfied, though, that it's only those aspects which I have the power to review.

With all of that said, while I know this will terribly disappoint Mr W, I still don't think the complaint he's brought should be upheld.

For instance, it may annoy Mr W that only one general helpline number is available for him to use – and frustrate him that Creation staff won't divulge direct telephone numbers or transfer him, without question, to specific individuals – but I, as the Ombudsman, nor our Service more broadly, can tell Creation to do something differently in that regard. Creation is, after all, entitled to set its own commercial practices.

Mr W might not agree with some aspects of how Creation operates, and – in an ideal world – he might prefer to have a selection of direct contact numbers to use for various staff members. But not offering such options as those Mr W would like doesn't equate to Creation doing something wrong.

Having listened to each of the call recordings Mr W has kindly provided in response to my provisional decision, while I accept that Creation's agents did, on occasion, struggle to understand his requests, I don't agree that they were being deliberately obstructive or unhelpful. Instead, I considered Creation's agents to have been generally obliging and willing to help if they could.

I recognise Mr W's frustration and annoyance at Creation, which is particularly evident during later calls to its helpline, but I think it worth noting – and fair to say – that some conversations were made more difficult given the somewhat insistent tone he adopted during them. That's as well as Mr W's reluctance to explain to front-end staff why he was calling, or why he was demanding to be transferred to specific, sometimes senior, individuals. All of which no doubt contributed to the service issues he says he faced. Broadly speaking, my view is that even if some aspects could've been better, I think Creation's agents were trying to understand and help Mr W best they could – and that's surely not unreasonable of them.

It's clear, though, that Mr W was doing all he could to address an issue he had; so, I don't mean to imply that *he* is at fault for any communication breakdown. Ultimately, at the outset at least, it seems he just wanted an answer to a question, and there's absolutely nothing wrong in that. Rather, on balance, I think the sheer number of communication attempts; the amount of different people involved and, seemingly, the various methods of communication Mr W used to try and reach Creation, all contributed to some not insignificant confusion for both parties.

I noted that Creation did explain during some calls that it has certain processes to follow and timeframes within which to respond, to complaints or call-back requests, for example. That's not unusual, particularly in terms of complaint handling; respondent businesses are indeed permitted up to eight weeks to send a final response letter. I'll also mention that some of Mr W's demands, like insisting a manager calls back by a specific time on the same day, while not necessarily unjust to request, aren't always going to be met – and that's not unreasonable.

I've listened again to the voicemail recording I've been provided and, having done so, I find it to be clear. I won't, of course, know how the message sounded to Mr W on his answerphone when he played it back – but I can't, based on the evidence I have, conclude that Creation left an unclear voicemail. Creation's agent left their name and reason for calling, as well as a phone number to reach their department; they said too that they would try calling again if there was opportunity to do so. I think that's sufficient, and I don't consider the voicemail a failing.

With all of that in mind then, on the subject of telephony, I certainly think things could've gone more smoothly. That said, on balance, I don't think I have reason to determine that Creation did something fundamentally wrong in terms of the level of service it provided during the calls.

Aside from telephone calls, I don't consider the password Creation sent to Mr W to amount to a fault on its part. I appreciate there are, of course, different capabilities and levels of literacy when it comes to using computers; but I'm not persuaded that certain keys on a keyboard simply shouldn't be used for purposes like a password, even if they're seldom used overall. So, I don't find that Creation did something wrong here.

As I've said, it's clear this matter means a great deal to Mr W; he feels let down by Creation, and he considers the firm to have failed to fulfil its obligations to him as a customer. I don't disagree that he's experienced some annoyance and frustration but, with that said, I can't fairly conclude – for the reasons I've explained – that a compensatory award is warranted here.

In closing, I surely don't mean to downplay how all of this has made Mr W feel; I'm truly sorry to hear he became unwell, and I do sincerely hope things are better for him now. Overall, though, I find that Creation – while not always able to provide a *perfect* service – did try to offer support and assistance, even if the manner in which it did so wasn't to Mr W's liking or preference. It follows that I don't require Creation to do anything further, and I don't uphold this complaint.

My final decision

My final decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 April 2025.

Simon Louth
Ombudsman