

## **The complaint**

Mrs C is unhappy that Marks & Spencer Financial Services Plc, trading as M&S Bank, gave her incorrect information about the end date of a 0% interest offer that applied to her credit card account.

## **What happened**

Mrs C had a 0% interest offer on her M&S credit account that ran from 7 July 2023 to 7 January 2025.

On 11 October 2024, Mrs C contacted M&S to check when the 0% interest offer ended and was incorrectly told that it would end on 7 December 2025. However, on 18 December 2024, Mrs C received a text message from M&S which stated the correct information that the 0% interest rate offer would end just a few weeks later, on 7 January 2025.

Mrs C wasn't happy about this, as she'd made plans to repay her account balance over the period to December 2025, in line with what she'd been told. So, she raised a complaint.

M&S responded to Mrs C's complaint and apologised for the incorrect information about the end date that she'd been given. M&S agreed to extend the 0% interest offer on Mrs C's account by a further 60 days and paid £100 to her as compensation for any trouble or upset she may have incurred. Mrs C wasn't satisfied with M&S's response and felt that they should extend the 0% interest offer to December 2025 in line with what she'd been told.

One of our investigators looked at this complaint. But they felt the response that M&S had issued to the complaint, including the 60 day extension to the 0% interest offer and the payment of £100 compensation, already represented a fair outcome to it. Mrs C disagreed, and so the matter was escalated to an ombudsman for a final 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.

When Mrs C opened the M&S credit account in July 2023, she was aware that the account benefitted from an 18 month 0% interest offer that would end in January 2025. And while Mrs C has explained that she has since lost her copy of the credit agreement for this account, and has forgotten when the offer period ended, the fact remains that M&S did provide this information to her.

Additionally, information about when the 0% interest period ended was available on Mrs C's account statements. And while Mrs C has said that she doesn't receive paper statements, monthly statements were made available for her to review by M&S. And, as the account holder, it was Mrs C's responsibility to have reviewed those statements.

That being said, when Mrs C contacted M&S on 11 October 2024, she should have been given the correct information about when her 0% interest offer ended. And Mrs C notes that

having been told that the offer ended in December 2025, she then made plans to repay her account balance over the 14 month period from October 2024 to December 2025.

Mrs C also notes that it wasn't her fault that she made these plans, but that she did so only as the result of incorrect information given to her by M&S, and so she feels that M&S should now extend the 0% offer on her account to December 2025 – so that she can fulfil the plans she made based on the information M&S gave her.

However, what should have happened here is that when Mrs C spoke with M&S on 11 October 2024, she should have been told at that time that her 0% offer would end on 7 January 2025. This means that Mrs C should have been told that she had a little under three months (88 days to be precise) to repay the balance of her account if she wanted to do so while the 0% interest offer remained in force.

As such, while I appreciate that Mrs C was incorrectly led to believe that she had another 14 months of the 0% interest offer remaining, this was never actually the case. Instead, Mrs C had a little under three months of that offer remaining.

Had Mrs C been given the correct end date of the offer, she would have had to have made plans to repay her account balance within 88 days, if she wanted to do so before interest on her balance began to accrue. And because of this, I don't feel it would be fair or reasonable to instruct M&S to extend the 0% offer to December 2025 as Mrs C would like.

When Mrs C received the text message from M&S on 18 December 2024 with the correct information about when the 0% interest offer would end, this was 68 days after Mrs C had received the incorrect information about her offer end date from M&S on 11 October 2024. And when M&S responded to Mrs C's complaint, they agreed to extend the 0% offer on her account by 60 days.

This offer of a 60 day extension feels fair to me, because I'm satisfied that it placed Mrs C in a similar position to that which she would have been in, had she been given the correct offer end date in the first instance on 11 October 2024. And it also must be noted that in addition to this 60 day extension, Mrs C also had the period between 11 October and 18 December 2024 to make payments to reduce her account balance. Accordingly, I won't be instructing M&S to take any further action in this regard.

It's clear from Mrs C's correspondence with this service that she's been upset and frustrated by what happened here. M&S acknowledged this fact in their response to Mrs C's complaint, in which they apologised to Mrs C for the incorrect information she received and paid £100 to her by way of compensation.

Matters of compensation can be subjective, but upon consideration I feel that the £100 that M&S have already paid Mrs C here does represent a fair compensation amount. In arriving at this position, I've considered the impact of the incorrect information on Mrs C, as well as mitigating factors including that Mrs C had previously been given the correct information by M&S. And I've also considered the general framework this service uses when assessing compensation amounts, details of which on this service's website.

All of which means that I won't be upholding this complaint or instructing M&S to take any further or alternative action. This is because, as explained, I'm satisfied that the response that M&S issued to Mrs C's complaint already represents a fair resolution to it. I realise this won't be the outcome Mrs C was wanting, but I hope that she'll understand, given what I've explained, why I've made the final decision that I have.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 24 April 2025.

Paul Cooper  
**Ombudsman**