

## **The complaint**

Mr J complains that Creation Consumer Finance Limited (“Creation”) told him they had changed his direct debit payment date but then tried to take a payment on the original date.

## **What happened**

Mr J’s direct debit payment to Creation was due to be taken on the 2<sup>nd</sup> of each month. On the 1 June 2025, he contacted them online to ask to move the date to the 10<sup>th</sup> of the month and received an automated email reply to confirm they’d changed the payment date.

However, they attempted to take the payment at the original date still, and the payment failed and was returned on the same day. Mr J called them and complained that they’d told him they had changed the date and shared with them some details about his financial difficulties and mental health. Creation recorded the information he had told them and raised a complaint for him.

They went on to take the direct debit around his requested date, and from the following month the direct debit date was successfully changed. Creation issued their final response letter (FRL) to Mr J and upheld his complaint, saying they had made a mistake and the automated email he had been sent was wrong.

They explained that his direct debit was already under way when he contacted them online on 1 June to change the date, so it was too late to change it, but accepted they had given him wrong information in saying the date had been changed. They said they would write off the £30 charge for an unpaid direct debit and offered him £50 for the distress and inconvenience cause.

Mr J didn’t accept this and brought his complaint to our service. It was investigated here and the investigator didn’t uphold it, saying that the offer from Creation was fair and in line with what our service would recommend.

Mr J didn’t agree. He said he was caused more distress because of his mental health conditions, and this wasn’t reflected in an offer of £50. The investigator explained that as he hadn’t told Creation about his conditions until after this event, it wasn’t fair to expect them to have acted differently or to have taken these conditions into account. Mr J didn’t agree, saying this shouldn’t matter, and asked for an Ombudsman to make 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.

Having done so, I’ve reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

Whilst I have empathy for Mr J, the offer made by Creation is fair. They weren't aware of any mental health issues or financial problems he had at the time they made the error, and they acted quickly to resolve things once that error was made. Alongside this, if they'd given him the right information, it would have confirmed that he could not change his direct debit date the day before it was due. As has been explained to Mr J, the process tends to run over several days, so by the day before, the payment has already been requested and is in the process of being made. It can't be amended at this point.

So, in reality, if Creation had given him the right information when he asked to move his direct debit date, he'd have likely ended up in the same situation as he did. Alongside this, there has been no cost to Mr J, as they've written off the fee for non-payment of a direct debit, and he had funds in the account to cover the payment when it was taken a few days later.

Mr J has focused on the £50 offer for the distress and inconvenience caused and said he doesn't feel this adequately reflects his own distress or inconvenience. I'm sorry he feels like this, and I've thought about what he's told us, but I'm not persuaded the circumstances here warrant a larger payment. The issue was reasonably minor, the problem was resolved quickly, and Creation put things right in a fair way. I won't be asking them to do anything more here.

There has been mention of issues with his credit file, but as Mr J hasn't provided any evidence of this, I'm not persuaded this situation has had an effect. I can also see from his statement that other direct debits were returned unpaid at this time, so I'm also not persuaded that any issue with his credit file could be attributed to this one issue with Creation alone.

Creation have confirmed that he declined the £50 payment when offered, but that they can transfer it to the bank account details they hold on file for him or set it against his account if he prefers. I'll leave it to Mr J to contact them to confirm what he'd like them to do if he still wants the £50.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 26 February 2026.

Paul Cronin  
**Ombudsman**