

## **complaint**

Mr S complains about the information provided by Creation Financial Services Limited about one of its cards. He says that the information on the website was misleading because the screen advertising the 12 month balance transfer offer didn't mention a transfer fee.

## **background**

Mr S applied for a credit card offering a 0% balance transfer rate for 12 months. He made the decision to apply for the card based on the information available on Creation's website.

When Mr S called Creation to arrange the balance transfer he was told that a balance transfer fee of 5% was payable. Mr S says that no fee was mentioned on the website. He complained to Creation.

Creation didn't uphold the complaint. It said the transfer fee applicable to the offer chosen by Mr S was stated in the terms and conditions and was also made clear to him when he arranged the balance transfer.

Mr S wasn't happy with the response so he complained to this service. He wants Creation to waive the 5% fee.

Our investigator didn't uphold the complaint. The investigator said that Creation had set out sufficient information and hadn't concealed the 5% fee. The investigator accepted that in contrast with the other card offers advertised on the website, the offer selected by Mr S didn't inform customers of the transfer fee on the home page but said that the terms and conditions of the account were clear and made reference to the transfer fee. The investigator said that Mr S hadn't suffered any financial loss and that the offer by Creation to cancel the account and remove the search carried out on Mr S's credit file was a reasonable offer.

Mr S didn't agree. He said it wasn't reasonable to expect a customer to click through 4 different links on the website for the terms and conditions. He felt that Creation had deliberately concealed the 5% transfer fee in order to encourage customers to apply for the card. Mr S said that after he had applied to Creation he had been turned down by another lender because of his recent application to Creation. He said he has suffered financial loss as a result because he was unable to transfer from an account with a higher APR.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've looked at the screen shots to see what Mr S would have seen when he used Creation's website. I can see that there is explicit reference to a handling fee for 2 of the cards advertised. In relation to the card chosen by Mr S there's no explicit reference to a handling fee. There is a paragraph which says "Enjoy 0% interest on any balances that you transfer for 12 months when made within 90 days of account opening" followed by a "find out more" link.

When the "find out more" link is clicked there's a further paragraph which says the same as above, with an asterisk at the end of it. The asterisk at the end of the paragraph directs customers to the terms and conditions, which set out the 5% handling fee.

I agree that in comparison with the other offers on the website the offer chosen by Mr S doesn't say anything about a transfer fee on the first page. So I can understand why Mr S might have thought that he wouldn't be charged a fee on the basis of the first page only. But I think the link to the further information is clearly marked. I also think the terms and conditions make it clear that there is a 5% handling fee. Because of this, I can't fairly say that the information was misleading.

I've also looked at the terms and conditions of the card which appear on the website. These clearly state that a transfer fee is payable. I'm satisfied that the terms and conditions were made available to Mr S before he applied for the card. I also think it's reasonable to expect Mr S to have read and understood the terms and conditions before accepting them.

I understand Mr S's concern about misleading advertising. I've considered whether Creation has followed the FCA guidance which talks about fairness and clarity in financial promotions and adverts. But based on what I've seen, I can't say that there was anything wrong with the information provided by Creation. I think it's clear from the terms and conditions that a 5% fee applies.

I've taken into account the points which Mr S has made about financial loss. Mr S didn't proceed with the balance transfer so he hasn't been charged a fee. Even if he had, I wouldn't be asking Creation to refund this, for the reasons I've given above.

Mr S has said that he applied unsuccessfully for another balance transfer offer shortly after he applied to Creation. He hasn't provided any details of this offer so I'm not in a position to calculate any losses. But in any event, there's no evidence that Mr S was turned down for this offer because of his application to Creation. Applications for credit are turned down for a number of reasons. Without direct confirmation from the other credit provider that Mr S's application to Creation was the reason for refusal, I can't safely conclude that this was the reason. In conclusion I don't think Creation has done anything wrong and I won't be asking it to do anything.

### **my final decision**

My final decision is that I do not uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 November 2018.

Emma Davy  
ombudsman