

complaint

Mr A complains that Creation Financial Services Limited (Creation) gave him incorrect advice about a balance transfer. He wants the bank to refund any interest he has paid, give him a 0% account for 9 months and compensate him for his time.

our initial conclusions

The adjudicator did not recommend that this complaint should be upheld. She concluded that although Creation did give Mr A incorrect information, it did not cause significant or prolonged distress and inconvenience, and so no compensation was required. Mr A has responded to say, in summary, that he has lost over £300 and been caused significant distress.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr A and Creation Financial Services Limited have said and provided.

Mr A was told – mistakenly – that he could have a 0% rate on his card account for nine months. In his own letter of complaint he confirms that he knew that this had been withdrawn within 15 minutes.

When a financial business makes an error, as is the case here, this service aims to return a customer to the financial position he was in before the error was made. Mr A is in the same position as he was before he rang Creation, so no redress is needed.

We also consider compensating a customer if he has suffered more distress and inconvenience than is expected in normal everyday life. In this case, Mr A only believed he had the offer for about 15 minutes – so although I understand that he may have been annoyed when Creation told him about its error, I do not conclude that he suffered a level of distress or inconvenience that warrants compensation.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A either to accept or reject my decision before 30 July 2013.

Susan Peters

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.