

complaint

Mrs T complains that she was mis-sold a supermarket branded credit card by Creation Financial Services Limited.

background

Mrs T says that when she was approached by a sales person as she was shopping with her young children, she was told the supermarket's branded credit card had 0% interest on purchases. She says she did not want the card but was told that by completing an application form she would simply find out if she would be given credit. Mrs T says that when the card arrived she was surprised, but having been told the interest on purchases was 0% she used it. She says it was not made clear by the sales person that the 0% interest was only in relation to balance transfers. She wants all interest on purchases and all charges removed. Mrs T wants compensation for the distress this has caused her.

The adjudicator did not recommend that the complaint should be upheld. He was satisfied that the correct interest on purchases was provided in the application signed by Mrs T and in documentation sent to her with the card. On balance he did not consider that the card had been mis-sold.

Mrs T does not agree, she says that she would not have used the card if she had known the 0% interest was in relation to balance transfers as she had no other card balance to transfer and no other documents were sent with the card.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen the completed application form. I accept that the details were entered by the sales person but Mrs T signed this document. The tables detailing the interest payable are contained within this document. There is no recording or other information to conclusively say what took place during this exchange. However, on balance, given that the promotional leaflet and the application form clearly state the 0% interest applied only to balance transfers, I am satisfied that it is more likely Mrs T was told this, rather than a demonstrably false claim that the interest on purchases was 0%.

Mrs T says she did not know she had applied for a credit card and was told by signing the application she would "see what happened". The application form makes it clear that it was for a credit card and I consider it unlikely Mrs T would have provided her confidential financial information and signed a document without having some understanding what it was she was signing. Mrs T did not send the card back or complain to Creation in any way when the card was received, but used the card. On balance I am satisfied that Mrs T knew she was applying for a credit card when she signed the application form.

As I am satisfied Mrs T was not given false information when signing the application and the interest rates are clearly set out in the form, Mrs T became bound by the terms and conditions, whether or not she chose to read the small print.

Mrs T says that when sent the card she was not given any further documentation. I consider it unlikely that a card was sent in the post with no accompanying letter. Creation has provided a copy of the 'card carrier' letter it sends with credit cards. I am satisfied that Mrs T received a copy of this, as it gives the details of how to activate the credit card. Mrs T would not have known the telephone number to ring had she not received this document and could not have used the card as she did. The card carrier letter clearly states that the 0% interest is in relation to balance transfers and not purchases.

I know that Mrs T will be disappointed with my decision, but I am not persuaded that Creation has done anything wrong or acted unfairly. I appreciate that Mrs T says she cannot now repay the outstanding balance with charges and interest. As the adjudicator has explained, we expect a bank to respond positively and sympathetically when it is made aware that a consumer is experiencing financial difficulties.

my final decision

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

Charlotte Holland
ombudsman