

## **complaint**

Mr C is unhappy that the interest rates on his Creation Financial Services Limited credit cards have changed.

## **background**

Mr C's complaint relates to two credit cards, both of which he's had for some time. In 2013 the interest rate relating to the first card increased. And the same happened with second card in 2016.

Mr C complained to Creation about this. Creation said that, for both changes, Mr C had been sent letters giving him notice of the change, as was required by the relevant terms and conditions. Creation was though only able to provide templates of these letters to Mr C, as it didn't have copies of the originals.

Mr C wasn't satisfied with this and brought his complaint to this service. Our investigator thought that, on balance, it was most likely that the letters had been sent by Creation in 2013 and 2016. And that, as Creation had most likely sent these notices, it was fair and reasonable for it to change the interest rates after the notice periods.

Mr C remained unhappy. He didn't feel that the template letters and system notes Creation had provided were proof that the letters had been sent. Mr C also wanted the investigator to confirm who, if not Creation, was responsible for the situation. Ultimately, Mr C's complaint was passed to me for a final decision.

## **my findings**

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'm not upholding Mr C's complaint, largely for the same reasons as the investigator.

The role of this service is to consider all of the available evidence and circumstances to decide whether a financial business has acted fairly and reasonably. In this case, this means that my role is to determine whether Creation acted fairly and reasonably when changing the interest rates on Mr C's credit cards.

The terms and conditions of the credit cards allow for Creation to change the relevant interest rates by giving written notice. The question in this complaint is whether or not Creation gave this notice.

It is unfortunate that Creation doesn't hold a copy of the actual letter that was sent to Mr C. But I can't hold this against Creation, and I must make my decision based on what I think was most likely to have happened. I should also point out that even if Creation did hold a copy of the letter, this would not prove that it was sent to Mr C or that he received it.

Creation has template letters that were sent to a number of customers when the account interest rates were changed. It also has system notes stating that this letter was produced for both of Mr C's accounts. Taking this into account, on balance, I think it's most likely that Creation did produce these letters and send them to Mr C.

I can't be sure if Mr C received these letters. But Creation isn't required to ensure delivery, merely to serve notice. And by sending the letters, I consider Creation has done this. So I think Creation acted fairly and reasonably when changing the interest rates on Mr C's cards.

**my final decision**

My final decision is that I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 April 2018.

Sam Thomas  
**ombudsman**