

## **complaint**

Mr D complains he was given misleading information about a credit card issued by Creation Financial Services Limited. He feels the offer of a £20 voucher should be honoured.

## **background**

Mr D tells us he applied for a branded credit card as it came with an incentive in the form of a £20 voucher. He says he suffers from a disability and so rang to ensure he understood the terms of the offer. He says he made enquiries with A, whose brand name was attached to the credit card and was told he had to spend £60 within a certain number of days to qualify for the offer. He says he placed an order for over £60 using his credit card and assumed he had qualified. But when he heard nothing he raised a query. At this stage he says he was told the expenditure had to be with A. He feels he was misled and should be entitled to the voucher.

Creation told us Mr D had applied for the credit card through an online offer. The terms of the offer required a minimum of £60 to be spent in a single transaction within 40 days in order to qualify for the £20 cashback. It hadn't been aware of Mr D's disability until he made the complaint. It said the banner adverts had set out the terms of the offer - and Mr D had not made the required spend. It didn't feel any redress was warranted.

Mr D wasn't satisfied and complained to us.

The adjudicator did not recommend the complaint should be upheld. He said Mr D didn't dispute that he'd been told he needed to spend a minimum of £60. And whilst he could see Mr D had made an immediate purchase using the card - it had only come to £59.42 and was with another retailer, I. Whilst he understood Mr D thought he could spend the money with I and still qualify - the amount spent was below that required. So he didn't think Creation had done anything wrong.

Mr D didn't accept this and asked for an ombudsman to make the 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.

I'm really sorry Mr D has experienced the upset and disappointment caused by these unfortunate events. Mr D suffers from a disability which can affect communication and understanding and so it was sensible he chose to try and ensure he understood what was required to qualify for this offer. I imagine even making the application for the credit card would have been a challenge - but one he overcame.

He made a telephone call and his understanding was he had to spend £60. As he was about to place an order around that time he went ahead and used the credit card. Unfortunately, the order was with I and not A. And it was for £59.42 and not the minimum of £60 required. Unfortunately I haven't been able to listen to the original telephone call so I'm not able to say what Mr D was told - only what he thought he had to do.

From what I've seen Creation only became aware of Mr D's disability when he made the complaint and so it wasn't aware of his circumstances at the time of his application. And whilst upon learning of his disability it offered the services of its specialist team - it declined to offer him the voucher. Mr D instead chose to close the account which in the circumstances is understandable.

I asked the adjudicator to contact Creation to see if it would reconsider and make a gesture of goodwill - but it indicated it would not be willing to do so. Whilst I find this disappointing I can't say it's wrong - as even on Mr D's version he failed to meet the minimum spend - albeit by only £0.58.

So whilst I accept it's not the outcome Mr D wants I'm in agreement with the adjudicator that the complaint shouldn't be upheld.

**my final decision**

For the reasons given above I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 24 June 2018.

Stephen D. Ross  
**ombudsman**