

## **complaint**

Mr D complains Creation Financial Services Ltd have changed the cashback scheme on his credit card. He feels these changes are restrictive and he has had trouble in retrieving the vouchers the scheme now offers.

## **background**

Mr D holds a credit card, which offers a cash back scheme. He has used this facility to spend his cashback earned in the store of his choice.

Creation Financial Services who operate the scheme recently wrote to Mr D to advise him they would be changing the way in which the cashback scheme operates.

The cashback would now be provided in the form of vouchers, which can be printed at home and used to spend with a specific provider.

Mr D was very unhappy with the changes as he was now restricted to spending any cashback he's earned with one provider using vouchers. He had trouble printing the vouchers to spend in store and concluded that the slogan his credit card provider used to promote the changes as making things better for customers were untrue.

He wrote to Creation to complain about the changes and whilst they understood his disappointment, they pointed out the terms and conditions of the card allowed the business to change or withdraw the scheme at any time and so didn't uphold his complaint.

Our investigator looked into things for Mr D and explained what we can and can't look into, she found Creation had complied with the terms and conditions of the account and so she couldn't ask them to do anything further.

Mr D disagreed, he feels there are still elements of his complaint that are unanswered and he asked for this review.

## **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 appreciate that Mr D is very unhappy with the changes to the cashback scheme and the introduction of a voucher system. I can understand he finds this restrictive having previously been able to choose where and when he spends his cashback, he is now only able to spend it with vouchers and with one specific provider.

Mr D has raised concerns around the advertising of the changes and the voucher production and redemption.

I think it's important to say what I can and can't look at before looking into the merits of this complaint. I know Mr D sees his complaint as a whole but there are some aspects that don't fall under the remit of this service.

I think Mr D understands that his concerns around the advertising of the changes and specifically whether the slogan used is fair and accurate is the remit of The Advertising Standard Agency and he would need to raise this aspect with them directly.

My role is to look impartially at the issues Mr D has raised with regard to the changes made to his credit card cash back scheme and establish if they were fair and reasonable. This doesn't mean Mr D will necessarily agree with them but rather did Creation follow the terms and conditions of the account and give notice of any changes if required to do so.

I've looked at the terms and conditions of the credit card account which state the company can change, withdraw or alter the specific terms of the reward scheme when they deem necessary for business, legal or operational reasons. They go on to state they will give at least 30 days advance notice of any such changes.

I'm not able to comment on the merits of the decision to change the scheme as that is a commercial decision, my role here is to determine if the terms and conditions allowed them to do so.

I appreciate Mr D takes issue with the decision and the marketing of it but the company acted reasonable and fairly in line with the terms and conditions of the account and so, I won't be asking them to do anything further.

### **my final decision**

For the reasons I have given I do not uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 December 2017.

Wendy Steele  
**ombudsman**