

## **complaint**

Miss W complains that Creation Financial Services Limited mis-sold her a payment protection insurance ("PPI") policy in connection with a store card. And she says it placed her in financial difficulty by charging her account with fees.

## **background**

Miss W says Creation mis-sold her PPI on her account when she opened a store card. She says the PPI charges and the other fees and charges applied to her account were too high and have caused her financial hardship. And she wants creation to refund these to her.

Creation rejected this complaint. It says Miss W never had a PPI policy on her store card – so she can't have been mis-sold a policy. And it says it applied late fees and default fees in accordance with the account terms and conditions. And it refunded some of these as a gesture of goodwill.

Our adjudicator looked at this complaint and said she didn't think it should be upheld. She said she'd looked through Ms W's card statements and couldn't see any evidence of there being a PPI policy on this account.

She also said that the charges and fees applied to the account had been added in accordance with the account terms and conditions – so she didn't think they'd been applied unfairly. And because Creation had refunded a large amount of the fees as a gesture of goodwill, she wouldn't be asking it to do anything more.

Miss W disagreed. She accepted that she didn't have PPI on her store card account. But she says the fees and charges were unfair and she asked for an ombudsman to issue 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 have to tell Miss W that I think the adjudicator has reached the right outcome here. And I think she set out the position clearly so there's very little I can usefully add to what she's already said.

Although Creation has a duty to treat customers experiencing financial difficulty positively and sympathetically, that doesn't mean they have to automatically suspend or refund charges.

I've looked at the account terms and conditions and I've noted that they state the fees and charges that will be applied under certain circumstances, and I'm happy that in this case, they've been applied correctly – so I don't think Creation has done anything wrong. And because Creation has already refunded some of the fees as a gesture of goodwill, I won't be asking it do anything more.

I'm sorry to disappoint Miss W. But it follows from what I've said that I won't be asking Creation Financial Services Limited to refund any more of the charges, as she'd like it to do.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 13 February 2017.

Andrew Macnamara  
**ombudsman**