

complaint

Mr L complains that Creation Financial Services Limited induced him to take out a credit card by promising free flight vouchers, but he was not able to use those as he had been led to expect.

background

Mr L agreed to take out a credit card associated with an airline. He says he did that only because he was told by the sales representative that he would get a free flight voucher for the airline's rewards scheme and because the representative confirmed that he could use that to get to a particular European destination. Mr L's wife, who has not complained to us, did the same. When they tried to book flights for their family, using the vouchers and points from the reward scheme, they found that their points and vouchers were inadequate because there were no flights to that particular destination from their local airport, and a voucher only covered one leg of a journey which involved a change of planes. In any event the airline's flights to the destination ended before the date Mr and Mrs L planned to travel.

The adjudicator did not recommend that the complaint was upheld. He said that the offer of a return flight to Europe strongly implied that the connection had to be direct, rather than via a third airport. It was reasonable to expect that some limitations might apply and the terms of the reward scheme did say that all flights were subject to availability. He did not consider that Mr L had been induced to take the credit card on the basis of misleading information.

Mr L disagreed. He felt that, when the card had been sold to him at his local airport, it was reasonable to assume that the offer of a return flight to Europe was from that airport. The voucher had excluded certain airports but not his chosen destination. In any event he had been told he would be able to get to the destination, using the vouchers, from the local airport. When he had called to book, the airline had offered conflicting information and a company in Creation's group had accepted he was misadvised. Having taken the card he had used that rather than an existing card so as to collect the points, and so missed out on benefits he could have received through the scheme of his existing 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.

I accept that Mr L understood that he was being told he could use a voucher on a direct flight to his chosen destination from the local airport where the conversation took place. But without having been there to hear exactly what he said, and what the sales representative said, I cannot be sure whether that was a reasonable understanding from the conversation. In his initial account of the conversation with the representative Mr L referred to her having a board listing destinations: not to her having a list of all the actual routes. The standard script used by representatives referred only to destinations covered, not routes. I do not think the fact that the credit card was being sold at Mr L's local airport would make it reasonable to assume that a flight to that destination necessarily went from the same airport.

At the time the airline did offer direct flights from England to that destination, and vouchers could be used to purchase tickets on such a flight. But those flights went only from one other airport, a considerable distance from Mr L's home. However by the time (about 10 months

later) Mr L tried to book the flights, the airline had decided to cease flights to that destination altogether, and that closure was to take place before the date Mr L wished to travel.

While I would expect the representative to have told Mr L key points about the credit card and the benefits offered, I would not expect her to have been able to go into all the smaller details in that conversation. The basic leaflet about the credit card did mention the fact, in the terms and conditions, that flights were subject to availability. If the details of the rewards scheme and availability of flights to that particular destination from his local airport were so crucial to Mr L's decision to take and use the card, I might have expected him to double check on those before using it - or when he received the voucher with his first statement.

In summary, while I cannot be sure the representative did not mislead Mr L, nor can I be sure that she did, and I think it would have been wise for Mr L to check on the details of the rewards available if they were so important to him. On balance, I cannot see that it would be reasonable to expect Creation to take any remedial action in this case.

my final decision

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

Hilary Bainbridge
ombudsman