

The complaint

Mr W says (through a representative) Gain Credit LLC (trading as Drafty) gave him a line of credit which he couldn't afford to repay. Mr W further says this facility put him into a 'debt spiral'.

What happened

Mr W approached Drafty for a running credit facility in November 2017. Mr W was initially given a facility with a £1,330 credit limit. Mr W's credit limit was increased on five occasions with his final increase taking his credit limit to £2,200 by September 2019. A statement of account letter given to Mr W in March 2022, by Drafty shows the balance on the facility was zero.

Mr W was given a running credit account where he could either request funds up to his agreed credit limit in one go or could take multiple drawdowns up to his limit. He was also able to borrow further, up to his credit limit, as and when he repaid what he owed. To be clear, Mr W was *not* given a payday loan.

In Drafty's final response letter (FRL) (in March 2022) it explained the information it gathered from Mr W before it approved the facility. It concluded given the estimated monthly repayment of around £10 – this is amount is lower than the amount in the hypothetical credit agreement - that Mr W was likely to be able to afford the credit facility.

Drafty also provided details of the occasions it asked Mr W to check his income and expenditure. This showed, in February 2019 – when he was next asked to confirm his income and expenditure information that his income had increased slightly, and his expenditure remained the same. According to Drafty, Mr W's income and expenditure remained the same throughout the remainder of the lending relationship.

However, Drafty concluded the following “... *we can see there is a possibility that allowing the continued use of the line beyond April 14, 2021 may not have been sustainable in the long term. So, we are partially agreeing to Mr. W's [name removed for anonymisation purposes] complaint*”.

In order to put things right for Mr W Drafty agreed to the following:

To put things right, We will:

Contact the credit reference agencies to remove any negative marks on Mr. W's [name removed] file as a result of using his credit line after April 14, 2021.

We can see that Mr. W [name removed] hasn't paid interest for any draws he made after the date from which we are agreeing to uphold Mr. W [name removed] complaint (the date set out above). This means that there is no refund of interest to be made to Mr. W [name removed].

Unhappy with this response, Mr W's representative referred the complaint to the Financial Ombudsman Service.

One of our adjudicators looked at Mr W's complaint. She thought the checks Drafty carried out before granting this facility were proportionate and showed Drafty Mr W was likely to be able to afford the repayment amounts - based on the hypothetical payment schedule outlined on Mr W's credit agreement. This hypothetical repayment schedule was calculated on the full amount of credit available being drawn down and then repaid in 12 monthly instalments.

However, the adjudicator, pointed out that in addition to taking reasonable steps to ensure the facility was affordable at the outset, Drafty also had an obligation to monitor Mr W's use of the facility.

The adjudicator thought, given the amount of time Mr W had spent in debt and that the credit limit was further increased in November 2018 to £1,780 that Drafty should've made further enquires with Mr W to see whether the facility was still affordable for him as well as the credit limit increase.

She didn't think Drafty asking Mr W whether there were any changes to his income and expenditure was sufficient – especially as at best this would merely confirm the position in relation to what he already owed, rather than what he could now owe as a result of the possibility of drawing down extra credit. And so, the checks Drafty carried out weren't likely to be proportionate. But due to a lack of information from Mr W, she wasn't able to say what Drafty may have seen had it carried out better checks and whether these checks would've altered its decision to increase his credit limit.

However, she did think by 1 March 2019 that Mr W was showing signs that he was struggling to repay his facility in a sustainable manner. The adjudicator commented that since October 2018 until March 2019 there had been a change in the way Mr W had used the facility.

She said, by March 2019 there was now an established pattern of Mr W making the minimum (or close to the minimum) repayment and then drawing down any available credit shortly afterwards. In the adjudicator's view Mr W was borrowing further in an attempt to cover the hole making his payments was leaving in his finances and he most certainly wasn't showing an ability to repay what he owed within a reasonable period of time without borrowing further.

So, the adjudicator thought that Drafty ought to have realised that the facility had become unsustainable for Mr W. As a result, it ought to have begun the process of withdrawing it at this time and offered appropriate forbearance.

In order to put things right for Mr W the adjudicator recommended (amongst other things) that all interest, fees and charges added to the facility from 1 March 2019 be refunded. Which is different to the redress which Drafty had proposed in the final response letter. Mr W's representative received a copy of the adjudication, but no further comments or information have been provided.

Drafty didn't agree with the adjudicator's assessment either. In response it sent an email that while I've read in its entirety, I've not repeated in full here. For the sake of clarity and conciseness, I've summarised the main points of Drafty's response below.

- Drafty confirmed any credit limit increase only occurs after carefully considering the customer's circumstances. Drafty says that when a limit is increased it considers how

the account has been run but also looks at their credit reference record to look for signs of financial distress. In Mr W's case the information Drafty believed he could afford the increase in his credit limit in November 2018.

- During the time Mr W held the facility, Drafty asked him about whether there was any change to his income and expenditure. Mr W suggested that his income had increased while his outgoings remained the same during the lending relationship.
- Drafty pointed out that between November 2018 to March 2019 Mr W only made drawdowns on the account on two occasions – which isn't enough after nearly 18 months of borrowing to suggest any financial difficulties were down to the Drafty facility.
- Drafty doesn't consider a revolving line of credit, which was only used twice in nearly six months is evidence of unreasonable or unsustainable lending.
- Mr W had managed and maintained all his payments up to this point in time.
- Mr W hadn't told Drafty that he was having financial problems.
- After March 2019, Mr W had three further drawdowns which he repaid in periods of four, three and 12 months. In Drafty's view – this isn't a pattern of repayment which would've led it to conclude that he was in financial difficulties.
- Drafty says the application of the CONC (Consumer Credit Sourcebook Rules) 7 isn't appropriate in the circumstances. As these rules only apply where the customer is in arrears or default and / or seeks assistance due to financial difficulties. Which doesn't apply in Mr W's case.
- Drafty doesn't know whether at any point Mr W was truly in any financial difficulties.
- This is important, because Drafty says that by putting a customer on a repayment plan (for example) would have implications for their credit file because Drafty would be obliged to report the adverse credit file information.
- Drafty says, it didn't have Mr W's permission to report adverse information to the credit reference agencies and if it had done so, and recorded information this wouldn't be in his best interest to place him in a situation where it was updating his credit file with adverse information. Finally, Drafty wouldn't put someone on a repayment plan where there was no evidence that they were having financial difficulties.
- In addition, Drafty wouldn't have known what amount of a repayment plan would've been affordable for Mr W.
- The redress proposed by the adjudicator would've meant that Drafty would need to take unilateral decision to impede his credit file.
- The adjudicator has concluded that any drawdowns after 1 March 2019 should be interest free but also any drawdowns taken before that date should now also become interest free. It would be unfair and unreasonable to ask for a refund on drawdowns that are considered to be legitimate and fair.
- But Drafty did make reference to the FRL and it concluded that from April 2021 it ought to have taken some action as the facility may have been unsustainable for Mr W.
- Drafty's view is that the outcome reached in the FRL is fair and reasonable.

In short, Drafty's response is best summed up by what it says below;

Short-term fluctuations in line usage and an absence of a rapid repeat pattern of draws do not, we contend, signal unsustainability. We request, therefore, that our original view of the date at which the point of unsustainability was reached be maintained.

As no agreement has been reached, the case has been passed to me for a final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've also taken into account the law, any relevant regulatory rules and good industry practice at the relevant times.

In practice, all of this meant that a lender had to take proportionate steps to ensure a consumer would've been able to repay what they were borrowing in a sustainable manner without it adversely impacting on their financial situation. Put simply the lender had to gather enough information so that it could make an informed decision on the lending.

Although the guidance didn't set out compulsory checks it did list a number of things a lender could take into account before agreeing to lend. The key thing was that it required a lender's checks to be proportionate.

Any checks had to take into account a number of different things, such as how much was being lent and when what was being borrowed was due to be repaid. I've kept all of this in mind when thinking about whether Drafty did what it needed to before agreeing to Mr W's Drafty facility.

As explained, Mr W was given an open-ended credit facility. So, overall, I think that this means the checks Drafty carried out had to provide enough for it to be able to understand whether Mr W would be able to both service and then repay his facility within a reasonable period of time. Draft also needed to monitor Mr W's repayment record for any sign that he may have been experiencing financial difficulties.

What happened when Drafty approved the facility

Having carefully thought about everything provided, I do think Drafty's checks before providing this facility to Mr W were proportionate taking all of the circumstances into account.

As explained, Mr W wasn't given a payday loan where he had to repay all of what he borrowed plus the interest due when he next got paid. He was given a facility where there was an expectation that he'd repay what he borrowed plus the interest due within a reasonable period of time. CONC doesn't set out what a reasonable period (CONC 5.3.1(8)(a)) of time is. And it's important to note that a reasonable period of time will always be dependent on the circumstances of the individual case.

Mr W was granted a facility with a £1,330 limit. Although a reasonable period of time isn't set out in the rules, Mr W's credit agreement included a hypothetical repayment schedule should Mr W have drawn down the maximum amount available to him and repaid what he owed over 12 months. This hypothetical schedule was included to illustrate the potential costs of the facility. And given it was included on Mr W's credit agreement, I consider it fair and reasonable to expect any affordability assessment carried out to have reasonably assessed whether Mr W would be able to make the payments on the schedule.

Had Mr W drawn down the full amount available to him and repaid it over 12 months, he'd have to repay Drafty a total of £1,814.69 meaning a total monthly repayment of around £151.22.

So, bearing in mind everything I've said, I think it's fair and reasonable to have expected Drafty to have carried out reasonable and proportionate checks to understand whether Mr W could make monthly repayments of around £151 per month.

Drafty says it agreed to Mr W's application after he'd provided details of his monthly income and expenditure and it also carried out a credit check. Drafty says the information it gathered showed that Mr W would be able to comfortably make the payments required to repay any funds advanced within a reasonable period of time. I can only assume, given what the final response letter says that Drafty considered this payment to be around £10 per month. However, whether the payment of £151 or £10 is considered, it says that Mr W would've likely have been able to repay the facility.

The information provided shows Mr W declared his income to be £1,900 per month and he declared monthly outgoings of £1,150. This left Mr W with disposable income of just over £750 per month to service and repay the facility.

Drafty also carried out a credit check before the facility was granted, and it has provided the Financial Ombudsman with a summary of the results. At the time it knew that Mr W had a total of nine active credit accounts, with debts on these accounts of around £11,800. It was also aware that Mr W was repaying a mortgage.

However, the credit search results showed Drafty that Mr W didn't have defaulted accounts and didn't have any delinquent accounts either. So, in my view the credit search didn't show Mr W was having difficulty repaying his existing credit and I don't think that the results would have been a concern for Drafty. And the payments that are likely to have been required to repay what Mr W owed, didn't obviously contradict Mr W's declaration of his outgoings either. So overall I don't think the results of the searches ought to have prompted Drafty to have carried out further checks before granting the facility.

Bearing in mind the amount of the monthly repayment, the questions Drafty asked Mr W, this was Mr W's first facility as well as the credit search results, I don't think it was unreasonable for Drafty to rely on the information which showed the facility to be affordable to him.

I accept Mr W's actual financial position may not have been reflected either in the information provided, or the information Drafty obtained. But Drafty could only make its decision based on the information it had available at the time.

At this stage of the lending relationship between the parties, I don't think proportionate checks would've extended into Drafty asking Mr W to evidence what he was declaring, or it requesting his bank statements. So overall I don't think that Drafty treated Mr W unfairly or unreasonably when it initially provided him with an open-ended credit facility in November 2017.

Increasing Mr W's credit limit in 2018

As I've explained above, I think it was reasonable for Drafty to have approved the facility. But I can see, from the statement of accounts that Drafty did increase Mr W's credit limit on a number of occasions.

In addition to thinking about proportionate checks when the facility was approved, I've gone on to consider whether it was reasonable for Drafty to have increased Mr W's credit limit.

Mr W's credit limit was first increased in March 2018 to £1,530 and then shortly afterward in July 2018 it was increased again, taking the limit to £1,630. These were small increases, whether individual or cumulatively. But in any event, I don't think that there was anything to indicate that these increases were unaffordable for Mr W.

However, there was then a further increase to the credit limit in November 2018, which was around a year after Mr W was granted the facility to £1,780 - so about £400 more than what he initially started with. In my view, the cumulative effect of the increases that had occurred within the last year ought to have led Drafty to carry out further checks.

The statement produced on 13 November 2018, shows that Mr W had a balance of £1,697 – which was £30 above his credit limit although that would've been inclusive of the interest. However, Drafty says at this time he only had £10.21 of his available credit left. So Drafty, was on notice, that after having the facility for a year, increasing the credit limit on two other occasions and making his minimum payment each month, Mr W only had £10.21 left towards his credit limit available.

Indeed, after a year, due to the increase in the credit limit Mr W actually owed more to Drafty than when he had started. According to the running statement of account, in that year (from November 2018 – November 2019) Mr W had borrowed a total of £2,000 and had made repayments of almost £1,200 yet he still owed Drafty nearly £1,700 – almost his entire credit limit. To me, it doesn't seem like Mr W was making any headway in to repaying his facility, in fact it just looks like he was getting further into debt.

When Drafty increased the credit limit again, it doesn't seem to have carried out any further checks. It didn't ask Mr W to re-confirm that his income and expenditure information was correct. Although given what I've said above about the need to only carry out a further assessment, where a lender is significantly increasing the amount of credit, it's possible that Drafty didn't carry out further checks because it didn't consider the amount of the limit increases constituted significantly increasing the amount of credit.

In addition, Drafty has supplied its re-assessment data to the Financial Ombudsman Service. I can see, at the end of October 2018, no assessment was carried out - and for November 2018 Drafty has noted "*Assessed and Increased (sic) offered*". It seems, Drafty carried out some sort of credit check, but beyond the sentence above, no further results have been provided, which means I don't know exactly what was assessed and what the results of that assessment were, beyond knowing that the credit limit was increased.

However, given the cumulative effect of the increases by this point, I do think that there is a reasonable argument for saying that Drafty had significantly increased the amount of credit from the last time it carried out an affordability assessment. So, I'm satisfied that Drafty needed to check whether Mr W was in a position to repay £1,780 within a reasonable period of time before agreeing to increase his credit limit. The evidence Drafty has provided me with hasn't satisfied me that it did do this here.

But, in any event, I am not able to make a finding on whether proportionate checks would've led Drafty to decline this credit limit offer. I say this because, Mr W hasn't provided us with a copy of his credit file, bank statements or any other documentation which may have shown what his financial position was like at the time.

As this is the case, I don't have enough to be able to fairly conclude that reasonable and proportionate checks would have prevented Drafty from increasing Mr W's credit limit in November 2018.

Why I think Drafty shouldn't have provided further funds after 1 March 2019

Although I don't think Drafty did anything wrong when initially providing the facility (or the credit limit increases up to this point in time), that wasn't the end of its obligations to Mr W.

As I've said above, when the facility was approved, Drafty was regulated by the FCA and it issued guidance on this type of lending and what it says should be expected from lenders when granting these types of facilities.

Within the Consumer Credit Sourcebook (CONC) section 6.7.2R says:

“(1) A firm must monitor a customer’s repayment record and take appropriate action where there are signs of actual or possible repayment difficulties

Underneath this, the FCA, notes section 6.2 of the Office of Fair-Trading Irresponsible Lending Guidance. For clarity and completeness, I've included this section below;

6.2 Failing to monitor a borrower's repayment record.

The OFT considers that creditors should take appropriate action, including notifying the borrower of the potential risk of an escalating debt, and signposting the borrower to not-for-profit providers of free independent debt advice, when/if there are signs of apparent/possible repayment difficulties – for example, a borrower failing to make minimum required payments or making a number of consecutive small/minimum repayments or a borrower seeking to make repayments on a credit card account using another credit card...

So, it's clear, in my mind, from the regulations that Drafty had a responsibility to monitor how Mr W was using his facility and it was required, to step appropriate action – if there were either signs of payment difficulties or possible payment difficulties. It's also worth saying at this point that CONC 1.3 provides a non-exhaustive list of some indicators, which when present in a consumer's circumstances, could be suggestive of potential financial difficulties.

In practice, CONC 6.7.2(1)R meant Drafty needed to be mindful of Mr W's repayment record and how he used the facility and step in if Drafty if there were signs of actual financial difficulties or possible repayment difficulties. CONC 6.7.3 goes on to say;

The action referred to in CONC 6.7.2 R should generally include:

(1) notifying the customer of the risk of escalating debt, additional interest or charges and of potential financial difficulties; and
[Note: paragraph 6.16 of ILG]

(2) providing contact details for not-for-profit debt advice bodies.
[Note: paragraph 6.2 (box) of ILG]; or

(3) where a Debt Respite moratorium is in effect for the customer's debt for the purposes of CONC 6.7.2R, complying with its obligations pursuant to the moratorium, with respect to that moratorium debt.

Then, CONC 6.7.3 explains what help should generally be provided by Drafty but again, this isn't an exhaustive list. I've considered all of this, along with how Mr W had used and repaid the facility. I've kept this in mind when looking at the way Mr W used the facility, and then what if anything Drafty ought to have done to step in and help.

Our adjudicator thought Drafty should've stepped in and taken action in by 1 March 2019. By this point, our adjudicator thought that Mr W's borrowing history showed he was potentially reliant on the facility and so it had become demonstrably unsustainable for him.

I've considered that Drafty, in February 2019, asked Mr W about his income and expenditure. At this point, Mr W had declared his income was now £2,500 per month – so a slight increase since he was initially granted the facility.

Mr W also declared that his monthly outgoings remained the same, as when the facility was granted. I'm not convinced that it was plausible for Drafty to rely on this given Mr W's initial declaration was made before he was indebted to Drafty, and the later declaration was made when he had commitments to Drafty each month. However, as Mr W hasn't provided anything further, I can't make a finding on his financial position at the time.

But that isn't the end of the matter, Drafty needed to make sure the facility remained sustainable for Mr W. Overall, taking account, the time in debt, what Drafty knew (or didn't know about Mr W) and how he managed his repayments including the relationship between payments and the drawdowns, I have come to the conclusion that there were signs, by March 2019 that Mr W's facility was likely unsustainable for him and Drafty should've stepped in and have taken appropriate steps.

Following the credit limit increase in November 2018, Mr W seems to have quickly drawn down all the available credit that was on offer to him - £300. And doing so, meant that he was right at the top of his credit limit again. So, 12 months into the open ended facility, he now actually owed Drafty more than when he started – courtesy of the increased credit limit.

Between November 2018 and March 2019, I've seen that Mr W continued to make the minimum payments due under the agreement but at times, he continued to draw back down to the facility limit.

By March 2019 Mr W's credit limit was now £1,780 his outstanding balance due to Drafty was £1,867 – although this was above the credit limit, he was due to make his minimum payment, and by doing so it would've brought the account back under the limit.

Importantly, he only had 49 pence of available credit to drawdown. This is because, the months he had made just the minimum payment in had reduced his balance to the extent that he was able to drawdown a further £70 taking him basically back up to the limit.

So, some 15 months after approving the credit facility, Mr W still owed the maximum amount that he could – as he was at his limit. This is despite, making just the minimum payment each month. By now, he had drawn down in the time of the facility £2,300 made payments of nearly £1,500 – yet dispute this Mr W still owed nearly £1,900.

In short, Mr W had been given an open ended credit facility, had held it for 15 months and while I accept that Mr W was making the minimum repayments each month (and hadn't missed any payments) he continued to draw on the facility, that meant after making modest inroads of up to nearly £300 of his limit he would then come back for further credit, taking him back up to the credit limit.

And in this case, given by March 2019 he was back to within 49 pence of the credit limit. I do think by now, Drafty ought to have realised that Mr W wasn't demonstrating an ability to repay the facility over a reasonable period of time (certainly in line with the hypothetical repayment schedule provided on the initial agreement), and instead was just servicing the debt in order to hold borrowed funds for a protracted period, occasionally topping up back up to his credit limit. Thinking about that, Drafty ought to and needed to have taken some action (or appropriate steps) because it was clear, in my mind, that the facility had become unsustainable for him.

So Drafty ought reasonably to have realised that not only was it likely that any future limit increases were unaffordable for Mr W, but that his repayment record suggested that he couldn't repay the credit that he had already.

Drafty, ought to have reasonably concluded that the facility was now unsustainable, and it needed to have taken appropriate steps. CONC 6.7.3 gave some guidance to Drafty as to some of the actions that it may have wanted to take to assist Mr W. There is no evidence from what I've seen that suggests that it carried out any of these suggestions.

But, I don't think I need to speculate here. There were a number of options available to Drafty has suggested that it couldn't just put Mr W on a repayment plan and by doing so, it wouldn't have had Mr W's permission to record such a plan (or any other adverse information) with the credit reference agencies.

Drafty, realising the facility was unsustainable, had to do something I don't think it is reasonable to argue that it couldn't do anything, I've thought about what else may be available to it. Whatever, Drafty could've chosen to do it had to link back to the Principles of Business under PRIN 2.1.1(6) which says;

A firm must pay due regard to the interests of its customers and treat them fairly.

If treating a customer fairly due to an unsustainable facility – which is what I've concluded here – then I think its illogical to consider that Drafty couldn't offer any help at all because for example it was concerned about reporting information to Mr W's credit file. I say this especially as there isn't anything to suggest that Drafty even contacted Mr W about his repayment record at this time.

I'm also not persuaded by Drafty's argument that it didn't take action because it didn't want to impact Mr W's credit file. This argument ignores that there isn't anything within CONC which requires a lender to record adverse information before assisting a customer who is struggling financially. This is a position that lenders such as Drafty have chosen to adopt. And if Drafty was concerned about Mr W's credit file it could have taken action - such as providing the facility interest free for an extended period and allowing him to repay it gradually.

All Drafty's actions here were likely to result in, was Mr W paying high amounts of interest and charges (relative to the amount he owed) for the privilege of being allowed to continue holding, what his repayment record suggests was a debt he couldn't afford to repay. Drafty's failure to take action in circumstances where Mr W couldn't afford to repay the facility meant that he was always likely to pay more in fees and in any event end up with adverse information on his credit file. So Drafty's actions in allowing Mr W to continue using his facility and incurring further charges, when it ought to have known he was unlikely to have been able to afford to, worsened Mr W's problem rather than helped him.

Ultimately, I don't think I need to speculate here about the actions Drafty may or may not have taken. There were a range of options which Drafty could have taken. But seeing as none of these were taken and I'm satisfied that action ought to have been taken so I've considered what Drafty ought to fairly and reasonably do to put things right sometime after the event. And the proposed redress is the clearest and fairest way of doing this.

In any event, what's most important here is that I don't think it's fair and reasonable for a lender to allow a customer to continue using a facility that has become demonstrably unsustainable simply to avoid putting adverse information on their credit file or discussing with them a way forward.

Therefore, I've set out below what I think Drafty needs to do in order to put things right for Mr W while explaining why all the interest charged after the 1 March 2019 needs to be refunded.

Putting things right

As I have explained, there were a number of options which Drafty could have taken to help Mr W repay his facility. I have to decide how to fairly and reasonably put things right sometime after the event. I've already explained that by March 2019 Drafty ought to have realised that not only was any further borrowing unaffordable but that Mr W was struggling to repay what he already owed.

I think the easiest and most effective way for Drafty to have addressed this at the time would have been for it to suspend the interest, fees and charges being applied to Mr W's account and allow him to repay the balance. As I've not been provided with any other reasonable alternative to this course of action by Drafty, I'm satisfied that Drafty should now place Mr W in the position that he would now be in had it taken this action at the time.

So Drafty should remove all the interest, fees and charges it added to the account after March 2019 to reflect the fact that the facility was unsustainable for Mr W and it ought to have taken corrective steps in relation to this.

In order to put things right Drafty should do the following:

- Rework Mr W's credit facility to ensure that all interest, fees and charges added to the facility from March 2019 are removed, to reflect the fact that Mr B was already in a position where the facility was unsustainable for him.

AND

- If an outstanding balance remains on the facility once these adjustments have been made Drafty should contact Mr W to arrange suitable repayment plans, Mr W is encouraged to get in contact with and cooperate with Drafty to reach a suitable agreement for this. If Drafty considers it appropriate to record negative information on Mr W's credit file, it should backdate this to March 2019.

OR

- If the effect of removing all interest, fees and charges results in there no longer being an outstanding balance on Mr B's credit facility, then any extra should be treated as overpayments and paid to Mr B along with 8% simple interest* on the overpayments from the date they were made until the date of settlement. If no outstanding balances remain after all adjustments have been made, then Drafty should remove any adverse information from Mr B's credit file.

*HM Revenue & Customs requires Drafty to take off tax from this interest. Drafty must give Mr W a certificate showing how much tax it has taken off if he asks for one.

My final decision

For the reasons given above I partly uphold Mr W's complaint.

Gain Credit LLC should put things right for Mr W as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 7 March 2023.

Robert Walker

Ombudsman