

The complaint

Ms L complains that J D Williams & Company Limited lent to her irresponsibly. She's brought her complaint using a claims management company (CMC), but for ease, I'll refer to their actions as being those of Ms L.

What happened

Ms L has had four accounts with JD Williams over the years.

	Brand	Date opened	Date Closed
Account 1	Simply Be	1 December 2005	April 2015
Account 2	Simply Be	19 August 2011	November 2014
Account 3	Simply Be	14 November 2022	December 2022
Account 4	JD Williams	15 February 2023	May 2023

Ms L says JD Williams didn't carry out any affordability checks and, if it had done so, it ought to have refused to lend to her. She asked for a refund of interest and charges she incurred.

JD Williams looked into her complaint and rejected it. It said due to the length of time since the first two accounts were applied for, used and closed, it only held limited information. JD Williams said that for account 3, Ms L had placed one order which she'd returned and therefore paid no interest and charges. And it said Ms L had placed one order on Account 4 and had paid that in full, again incurring no interest or charges.

Ms L was unhappy with JD Williams response, so she referred her complaint to our service. One of our investigators looked into it and agreed with JD Williams view of the complaint. He explained that to Ms L.

Ms L didn't agree with our investigator, so the complaint has been passed to me for a 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.

JD Williams provided as much information as it can regarding Ms L's accounts. Due to the time elapsed for Accounts 1 and 2 however, that information is limited. It has provided details of the checks which it says it would have carried out, but the results of these checks are no longer available due to its data retention policy. I don't think that's unreasonable.

I've seen nothing which suggests JD Williams didn't carry out checks it was obliged to do by regulation and good practice at the time for Accounts 1 and 2. And neither Ms L nor her CMC have provided any persuasive evidence which supports her claim that she was lent to irresponsibly. She has provided a copy of her credit report dated 3 October 2023, but that doesn't show the data from 2005 to 2015 when Accounts 1 and 2 were in existence. It follows that I can't reasonably uphold Ms L's complaint about those two accounts.

JD Williams has provided more information for Accounts 3 and 4. But it has also shown that Ms L paid no interest or charges on them and they are now closed having been paid in full. The credit report Ms L provided supports this version of events. I can see the accounts were open for a very short time and were repaid and closed with no late payments.

So even if I were persuaded that JD Williams acted unfairly in providing the accounts (I haven't seen anything to suggest it did) then there has been no detriment to Ms L as a result. She bought goods using the credit and either returned them (account 3) or paid for them on time with no payment of interest or charges (Account 4). It follows that I can't reasonably uphold Ms L's complaint about Accounts 3 and 4, as she's provided nothing to show she's suffered a loss or material inconvenience as a result of anything JD Williams has done or not done.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 10 June 2024.

Richard Hale
Ombudsman