

## **The complaint**

Mr B complains that Gain Credit LLC, trading as Drafty, has treated him unfairly with regard to his forbearance request.

## **What happened**

Mr B held a credit facility with Drafty.

In December 2024, he contacted Drafty to let it know he was struggling; Mr B asked for some help and ideally wanted a “hold period” of 30 days. Ultimately, a payment holiday was arranged – essentially, that’s a temporary break on making repayments. During his payment holiday, Mr B was still contacted by Drafty with requests for information – like income and expenditure details – so it could assess his general financial position. Interest was also still being added to Mr B’s debt.

Mr B complained to Drafty. He said, in summary, that Drafty’s agent had insisted he take a payment holiday; he was unhappy that interest was being charged and, more broadly, felt that Drafty hadn’t taken his medical conditions into accounts. Mr B was particularly concerned about the impact to his mental wellbeing, something he’d told Drafty about. Drafty, in response, apologised if its communication had caused Mr B any issues. Drafty told Mr B he could get in touch once the payment holiday ended so it could see how else it could help, and it reassured him that interest wouldn’t be charged.

Mr B contacted this Service and an Investigator here looked at what had happened; they didn’t think Drafty needed to take any further action. Essentially, the Investigator found that Drafty had taken appropriate steps in the circumstances – like waiving interest charges and ensuring Mr B no longer received calls, or messages, aside from important payment communications.

Mr B disagreed, and he reiterated his view that he hadn’t been treated fairly in the circumstances. He asked for an Ombudsman’s decision. So, as no agreement has been reached, Mr B’s complaint has now been passed to me to decide.

## **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.

Having done so, at the outset, I think it’s important to be clear on some general aspects. First and foremost, I’m truly sorry to hear of the struggles Mr B has faced and how this matter affected him. There’s no doubt whatsoever that things have been difficult, nor that he’s vulnerable given his health conditions. I appreciate his honesty and openness during

this complaint, and it's clear the matter means a great deal. I certainly hope that things have improved for him.

In terms of what I'm considering here, the complaint before me is, in summary, Mr B's assertion that Drafty didn't treat him fairly when he asked for help. I've not commented on anything which might have happened *after* this matter was raised – and that's important to note, because if Mr B is unhappy with anything else related to Drafty and this credit facility then he'll need to raise such matters separately.

As a final point, before addressing the merits of Mr B's complaint, I'll set out that this Service isn't the regulator. It means we don't "police" a firm's internal processes, or how a business might operate generally. That's the job of the Financial Conduct Authority (FCA). So, by way of general information for Mr B, that means I can't *force* Drafty to change an overall policy or process. Instead, what I've focussed on is how it treated him in his specific circumstances.

Having looked at what happened here, it's clear that Mr B took pro-active steps to reach out and let Drafty know of his situation. That's absolutely the right thing to do; and it shows his well-placed attitude to dealing with financial affairs. Drafty said it would offer a payment holiday and, while it wasn't the 30-day hold Mr B preferred, I'm satisfied it is nonetheless a demonstration of forbearance. Hold periods like the 30 days Mr B requested aren't uncommon – but Drafty can determine for itself what measures are appropriate, so long as those measures are based on the individual circumstances of the borrower. Here, in Mr B's circumstances, it considered a payment holiday to be applicable; and in the round, I don't think that was inherently unreasonable given Mr B seems to have told Drafty he was going to struggle with making upcoming repayments.

The crux of this dispute, I think, is that Drafty continued to contact Mr B about his account while his payment holiday was in place. Now, it's important to note that nothing prevents Drafty from contacting a customer during informal measures like a payment holiday. In fact, some things – like communications which Drafty has a regulatory obligation to send, for example – will always be sent regardless of any customer preference or forbearance measure. I do, though, see Mr B's point about contact from Drafty.

Drafty may well have been acting with good intentions; in fact, I don't doubt that it was – gathering more information about Mr B's financial circumstances means Drafty would be in a better place to assist once the repayment holiday ended. I think, though, that Mr B had been clear enough about how he couldn't engage with such requests at the time. From what I've seen, Drafty contacted Mr B on three to four occasions over a short period asking for information before it recognised he wasn't well enough to engage – Mr B had responded twice to let it know that – and I've no doubt whatsoever that such contact would've been frustrating for him, to say the least.

All of that said, while I think things could surely have been handled a little better in terms of communication, in the round, Drafty did offer a measure of support and forbearance; it waived interest and, as I understand it, later set up a token repayment plan to help Mr B too. I've also seen it apologised to Mr B for its contact over that short period. All of those measures are the sort of assistance I'd expect to see, and I was pleased to note that Drafty issued an apology to Mr B – recognising for itself where it could've been better. So, on balance, I'm not going to require Drafty do anything else; overall, in relation to this matter, I think it did enough to ensure Mr B wasn't disadvantaged, or in a more difficult position, and that he was, ultimately, listened to.

What I've set out here will likely disappoint Mr B. I am sorry for that, but I hope he understands the reasons for my decision – even if he doesn't agree with them. I'll reiterate that I've no doubt Mr B found this a difficult time, and I thank him again for being so honest here. Finally, I'll emphasise how Drafty should always ensure it's taking account of Mr B's circumstances so that he's supported appropriately.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 December 2025.

Simon Louth  
**Ombudsman**