

The complaint

Mr J complains that Western Circle Ltd trading as Cashfloat irresponsibly lent to him when he couldn't afford it. Mr J also said Cashfloat has recorded negative information on his credit file, and it caused him distress and inconvenience in the way it contacted him about his outstanding balance.

What happened

I issued a provisional decision on this complaint in January 2026, where I set out a detailed background to this complaint, so I won't repeat that here. My provisional decision forms part of this final decision and should be read alongside it.

In my provisional decision I explained why I wasn't inclined to uphold any part of Mr J's complaint. I gave both parties an opportunity to provide further comments and evidence before I reach my final decision.

The time to respond and has now passed and Cashfloat didn't provide a response to my provisional decision. Mr J responded and disagreed with my provisional findings. In summary Mr J said:

- Cashfloat's checks were insufficient as they didn't capture his actual financial position. Mr J said his income was variable and included commission and this wasn't considered by Cashfloat.
- He was forced into the repayment plan even though he agreed, he did so out of fear of damage to his credit file.
- Cashfloat's texts and emails before 6am and after 8pm were unreasonable and caused distress and inconvenience. Mr J says Cashfloat hasn't followed FCA guidance and contacting consumers.
- He provided Cashfloat with his work email so it could verify his employment, but it contacted his employer directly. That caused distress as it was mentioned by his employer during his exit interview from that employment.
- It is unfair that Cashfloat offered £130 as a goodwill gesture but doesn't agree to pay £100 as recommended by the investigator.

To resolve his complaint, Mr J wants the balance of his loan written off, adverse information removed from his credit file and a payment for the distress and inconvenience caused.

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 carefully reconsidered all the information in this complaint, I haven't seen anything that leads me to a different conclusion here. I appreciate my decision not to uphold Mr J's complaint will disappoint him. I hope my reasoning which I've set out below and in my

provisional decision will help him understand why I've reached these conclusions, having fully considered his comments.

I understand Mr J's point about his income being variable, but this wasn't apparent to Cashfloat through its reasonable checks and Mr J didn't tell Cashfloat about this at the time. Cashfloat verified Mr J's income and relied on the verified income it found. I think that was reasonable in the circumstances, there was nothing that suggested Mr J's income was unstable. I think it was fair for Cashfloat to rely on the information its reasonable checks of Mr J's income found.

Mr J had a contractual obligation to meet the repayments of his loan when they fell due, as he was unable to keep up with his repayments, it was reasonable for Cashfloat to seek to agree a repayment plan with him. There will likely be a level of inconvenience associated with difficulties keeping up with repayment and I understand Mr J was worried about adverse information on his credit file. But this doesn't mean Cashfloat acted unfairly or forced him into the agreements by seeking a repayment plan for the monies owed.

In relation to the text messages and emails, the provision of CONC 7.9 Mr J refers to doesn't specify hours of contact but states that firms shouldn't contact consumers at unreasonable times. Having thought about the *overall* circumstances of the contact here, I don't think they were unreasonable. Cashfloat didn't phone Mr J before 6am or after 8pm, the messages and emails weren't excessive, and they were notifying Mr J about the state of his account. I don't think the overall picture suggests Cashfloat acted unreasonably.

Mr J said Cashfloat contacted his employer directly but as stated in my provisional decision, the contact details were provided to Cashfloat by Mr J. I've seen that email address and it is Mr J's work email address not that of his manager or any other person at his workplace. So Cashfloat didn't send the email directly to his employer, it sent it to Mr J's email at work.

Mr J said he provided this email to Cashfloat as it wanted to verify his employment but this was contact information it held for Mr J on file and when it had been unable to reach him on his other known contacts, it wasn't unreasonable for it to reach out to him on this email address as well. I explained in my provisional decision, once Mr J told Cashfloat not to contact him on that email, it removed it from its system. So, while I understand Mr J's point, I don't think Cashfloat has acted unfairly here.

Cashfloat withdrew its goodwill gesture of £130 when Mr J referred his complaint to this service, it had a right to do that. I've considered all the information on the complaint, and whether Cashfloat did something wrong that ought to lead to it putting things right for Mr J, but I don't think Cashfloat has acted unfairly towards Mr J by lending him the loan or with its communication with him. So, I won't be asking it to take steps to put things right for Mr J.

My final decision

For the reasons given here and in my provisional decision, I do not uphold Mr J's complaint or make any awards against Western Circle Ltd trading as Cashfloat.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 March 2026.

Oyetola Oduola
Ombudsman