

The complaint

Mr H complains about how FREEMANS PUBLIC LIMITED COMPANY trading as Curvissa ('C') responded to his financial difficulties. I am not upholding this complaint which means I am not asking the business to do anything differently to resolve things.

What happened

Mr H & C are familiar with the details of this complaint – so I will briefly summarise them here. It demonstrates my role resolving disputes with minimum formality.

Mr H says in late July 2025 he notified C he was in financial difficulty and working with a debt charity ('S') to arrange an affordable repayment plan. In summary, he complains that C refused to apply meaningful forbearance (such as suspending payments, interest and fees and stopping arrears communications) despite his request to do so. He says that C's responses were generic and focused on giving him details about the Breathing Space scheme rather than assessing and applying discretionary forbearance.

Mr H says that how C dealt with him caused him unnecessary stress and anxiety. And this was not in accordance with regulatory requirements from the Financial Conduct Authority, such as treating customers in financial difficulty with forbearance and due consideration. So he complained to C about it.

Mr H wasn't happy with C's response to his complaint so he referred it to this service. Our investigator concluded that C had dealt with Mr H fairly in responding to his request for help. However, Mr H did not agree and asked for an ombudsman to consider things again 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.

While I might not comment on everything (only what I consider the main issues) this is not meant as a discourtesy to Mr H or C – it demonstrates my role resolving disputes with minimum formality.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

This includes the FCA Consumer Credit Sourcebook (CONC). And the FCA's Consumer Duty, which sets high standards of consumer protection across financial services.

I note that Mr H has mentioned that he was unhappy with how C dealt with his complaint and has referred to the DISP rules that govern complaint handling. It's important for me to explain that my role isn't to consider how a business has dealt with a complaint as it isn't a regulated activity. So I won't be commenting on matters which are specifically about how

the complaint was dealt with. I can comment on the content of C's communication with Mr H but only if it is relevant to the issue he has complained about.

Mr H made his complaint to C at the end of July 2025 and it responded to this on 19 September 2025. However, since then Mr H has referred to his dissatisfaction with things that have occurred since (such as C selling the debt or its level of communication with him about ongoing interest and charges) or things he had not complained about at the time and warrant a separate investigation (such as his recent claims that C failed to take into consideration known neurodiversity). I will not be dealing with these matters here. However, Mr H can escalate these concerns separately if he wants to.

I can see when Mr H wrote to C he notified it that he was experiencing financial difficulty due to ill health and income loss and was already liaising with S about this. I've seen that during correspondence Mr H went on to list several things he wanted S to do for him including freezing all interest and charges, suspending payments for 3-6 months and suppressing arrears communications.

I accept that the relevant regulatory framework requires C to support Mr H with his financial difficulties and (as Mr H is aware) treat him with forbearance and due consideration. However, it is important to note that CONC does not say that this is the same as agreeing to a customer's specific requests for forbearance without further interaction. For example the CONC rules specifically refer to suspending, reducing, waiving or cancelling further interest or charges where a customer provides evidence of financial difficulties to demonstrate they are unable to meet repayments or only able to make token repayments. And it refers to accepting no payments, reduced payments or token payments where a customer demonstrates that meeting existing debts would mean not being able to meet priority debts or other essential living expenses.

In summary, the requirements in CONC are focused on a firm reacting to a customer's individual circumstances in a proportionate way. Not simply agreeing to requests without further information.

Considering this – I don't agree with Mr H that C's response to his requests can be characterised as simply a refusal to provide him with forbearance. I think some of C's initial response to Mr H could have been worded better but overall I consider it reasonably clear that it was able to offer different ways to support him, but in order to do this he (or S on his behalf) had to engage with it and provide further information about his situation – so it could work out what was fair to do going forward. It also put a hold on his account for 14 days so he could supply further information, and changed his contact preferences to email as he requested – which seemed fair (particularly noting that Mr H had informed C that he was working with S to arrange a repayment plan).

However, from what I understand Mr H (or S on his behalf) did not provide further information about income and expenditure and his circumstances as requested – so I've seen why C didn't agree to the specific forbearance requests at the time. And while I agree with Mr H that C will need to tailor its communications based on any agreed repayment plan – because none was agreed at the time I can't fairly say C was unfair here.

It's also worth mentioning that some communications about the status of a debt can be reasonable even while a repayment plan is ongoing.

I also note C provided Mr H information about the Breathing Space scheme – and how this can suspend interest and fees and enforcement action for a certain amount of time. But it explained that this needs to be applied for by S. I know Mr H thinks that C focused on 'redirecting' him to this scheme rather than assessing and applying forbearance in line with

regulatory obligations. But considering Mr H explained he had S supporting him it wasn't unreasonable to suggest that S arrange this help for him. Furthermore, it seems here that C was providing this as supplementary information – there was still the offer to do something to help him directly if Mr H was able to provide further information about his situation.

I've seen that as part of C's response to Mr H's complaint it reiterated that it would expect to be contacted by S or Mr H to arrange further forbearance (beyond the temporary hold it applied). In the circumstances I don't think this was unreasonable. Furthermore, despite Mr H suggesting that what C did at the time indicated to him that it had applied some kind of longer-term forbearance I don't see anything to reasonably indicate this.

I am very sorry to hear about the circumstances around Mr H's financial difficulties. However, based on the information I have seen I cannot fairly uphold his complaint about C's response to his request for forbearance.

My final decision

I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 April 2026.

Mark Lancod
Ombudsman