

The complaint

Miss V complains that Inclusive Finance Limited trading as Creditspring (Creditspring) took the incorrect amount from her account despite agreeing not to do so.

What happened

Miss V entered into a credit agreement with Creditspring. She complained that Creditspring took more money out of her account than she could afford. To resolve things, Miss V says Creditspring agreed to remove her membership fee, but this has not yet been done, which is impacting her ability to make her repayments. Miss V says the situation is causing her distress due to her financial circumstances.

In June 2025, Creditspring issued its final response to Miss V. In summary, it confirmed that Miss V had complained about changing her repayment date and reducing her monthly repayment to £40. It said it had failed to make these changes and debited her account as normal. It acknowledged the error as administrative and offered to waive the membership fee of £217.14 on the condition that Miss V maintained a repayment plan.

Unhappy with Creditspring's response, Miss V brought her complaint to this service, where it was passed to one of our investigators to look into.

Creditspring told the investigator that Miss V accepted its offer but failed to meet the agreed conditions. However, it said it remained willing to honour the offer if Miss V arranged a repayment plan with them. It also confirmed that the amount taken in error would be used to reduce the loan balance.

Miss V said that, in November 2025, a further payment arrangement of £10 per month was put in place, as she was unwilling to pay £40 per month given the delays in resolving her complaint. To resolve matters, Miss V wants the outstanding balance written off and £250 paid in compensation 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and 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.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss V complains that Creditspring failed to maintain the offer it made despite a payment arrangement being in place, and she therefore seeks the entire balance to be written off together with compensation.

Creditspring say they are still waiting for Miss V to agree a payment arrangement before they fulfil their offer.

I'm satisfied that Creditspring made an error by taking payments from Miss V's account despite having agreed not to do so. This caused Miss V distress and inconvenience. I note that neither party disputes this, and Creditspring acknowledged their mistake in its final response.

Given that there is no dispute about the circumstances leading to the complaint, I consider it reasonable that Creditspring should put matters right. I also consider that its offer to remove the membership fee was reasonable in light of the amount involved and the impact of the error on Miss V.

However, I don't consider it's fair that this remedial offer is conditional on Miss V agreeing to make repayments at a specified monthly amount. Miss V appears to be experiencing financial difficulties, and it doesn't appear from the information provided that this approach is consistent with the Financial Conduct Authority's principles or requirement to treat customers with forbearance.

Taking everything into account, I'm satisfied that Creditspring should honour the removal of the membership fee in recognition of its error and work constructively with Miss V to agree an affordable repayment plan for any outstanding balance.

My final decision

Having thought about everything above along with what is fair and reasonable in the circumstances I uphold this complaint and instruct Inclusive Finance Limited trading as Creditspring to:

- Waive the remaining membership fees of £217.14 as per the offer in their final response
- Work with Miss V to reach an affordable repayment plan to repay the outstanding balance on her account

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 13 May 2026.

Benjamin John
Ombudsman