

## **The complaint**

Mr H complains that JaJa Finance Ltd charged him interest at a time when he was experiencing financial difficulties.

## **What happened**

Mr H holds a ASDA Money Credit Card with JaJa.

Mr H contacted Jaja on 30 December 2024 and advised them of his vulnerability. Mr H says that at the time he advised Jaja of his vulnerability he was in financial difficulty and only making minimum payments.

Between November 2024 and July 2025 Jaja continued to apply interest to the account.

Mr H complained to JaJa. He said that JaJa had failed to offer him support and had continued charging interest when it should've shown forbearance. He requested a refund of the interest charged.

JaJa didn't uphold the complaint. In its final response it said that it could confirm that it had been advised of Mr H's vulnerability on 30 December 2024 but it hadn't been notified of any financial difficulties.

Mr H remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said they hadn't seen evidence that JaJa acted contrary to FCA rules by failing to offer forbearance because the information available to JaJa didn't show that Mr H was experiencing financial difficulties.

Mr H didn't agree so I've been asked to review the complaint.

## **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.

I know it will disappoint Mr H but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a particular 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.

It's not in dispute that Mr H contacted JaJa in December 2024 and advised then that he was a vulnerable customer. And I can see that JaJa added a vulnerability marker on 30 December 2024. However, vulnerability is different to financial difficulty and vulnerability doesn't always mean that a customer is experiencing financial difficulties.

Under the FCA's CONC rules, providers of credit are expected to show forbearance in cases

of financial hardship, whether or not a customer specifically advises the provider of credit that they are experiencing financial difficulties. Here, there's nothing to suggest that Mr H advised JaJa that he was experiencing financial difficulties at this time. So it's important to look at what JaJa knew about Mr H's circumstances at the time and the information which was available.

I've reviewed the history of Mr H's account. Between November 2024 and July 2025 (which is the period Mr H complains about), I can see that Mr H paid the minimum payment. ON several occasions he paid more than the minimum payment. All payments were made on time, and the account wasn't in arrears. Looking at the history of the account I haven't seen anything which ought to have caused JaJa to think that Mr H was experiencing financial difficulties. So I don't think it was unreasonable for JaJa to continue charging interest in accordance with the terms and conditions of the account.

I've thought about whether JaJa should've made further enquiries when it was advised of Mr H's vulnerability. JaJa has said that if Mr H had made it aware that he was experiencing financial difficulties as well as being vulnerable then it could have offered him assistance – including forbearance. However, Mr H didn't tell JaJa that he was struggling to make payments to the account and as I've said above, Mr H's conduct of the account didn't reveal any financial difficulties. In the circumstances I don't think JaJa acted unreasonably.

Mr H has said that JaJa's failure to offer forbearance worsened his financial difficulties. He's told this service that throughout 2024 and 2025 he was relying on multiple credit cards and an overdraft just to stay afloat. Mr H has explained that he managed to make the minimum payments to JaJa by shifting debt around.

I'm sorry to hear that Mr H has had a difficult time. And I agree that JaJa had an obligation to identify signs of financial difficulty even where a customer hasn't disclosed this. However, based on the information that was available to them, I don't think JaJa made an error here. So I won't be asking JaJa to do anything further.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 May 2026.

Emma Davy  
**Ombudsman**