

## **The complaint**

Ms J complains that J D Williams & Company Limited trading as Simply Be ('J D Williams') irresponsibly gave her a credit account that she couldn't afford.

## **What happened**

In April 2016, Ms J applied for a credit account with J D Williams. Ms J was given a £125 credit limit. The credit limit was increased many times over the following years.

In 2023, Ms J complained to J D Williams to say that the account shouldn't have been opened for her because it wasn't affordable and that J D Williams ought to have made a better effort to understand her financial circumstances before providing her with credit.

J D Williams did not uphold the complaint. Ms J disagreed and brought her complaint to us. Our investigator thought the complaint should not be upheld. Ms J disagreed and so, the complaint has passed to an ombudsman for a review.

## **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've read and considered the whole file, but I'll confine my comments to what I think is relevant. If I don't comment on any specific point, it's not because I've failed to consider it but because I don't think I need to comment on it in order to reach what I think is the right outcome in the wider context. My remit is to take an overview and decide what's fair "in the round".

J D Williams will be familiar with all the rules, regulations and good industry practice we consider when looking at a complaint concerning unaffordable and irresponsible lending. So, I don't consider it necessary to set all of this out in this decision. Information about our approach to these complaints is set out on our website.

Our investigator's assessment provided a detailed account of all the increases of credit and they are summarised above. Neither party has called the specifics into question, so, I don't intend to cover them off here.

Ms J's complaint is that J D Williams made credit available that was unaffordable. It's possible that J D Williams failed to make adequate checks before providing Ms J with credit. But even if that's true, I have seen insufficient evidence to think better enquiries would have caused J D Williams to think the loans were unaffordable.

It is not straightforward trying to determine affordability because Ms J has not been able to provide any bank statements from the whole time in question. And I have not had sight of any credit information from the times. So, I have no way of knowing the volume of any credit Ms J may have had or how Ms J was managing any existing credit she had at the time the lending decisions were made.

I have considered the size of the credit was relatively modest even at its height. And for the credit limit increases, J D Williams had Ms J's management of her existing account to consider as well as the other credit checks they said they performed. J D Williams has provided account details which suggest that Ms J's account was well managed during the time of the credit limit increases. So, I have seen insufficient evidence that the initial credit and the subsequent increases to the credit limits were anything other than reasonable.

So, having considered all the submissions made in this case, and in the absence of any extra evidence from Ms J to the contrary, I have seen insufficient evidence to think that more thorough affordability checks would have led J D Williams to think that the credit it provided Ms J was unreasonable.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 15 February 2024.

Douglas Sayers  
**Ombudsman**