

## **Complaint**

Mr K has complained about a loan Madison CF UK Limited (trading as “118 118 Money”) provided to him. He says he was tackling a gambling problem at the time and shouldn’t have been lent to.

## **Background**

118 118 Money provided Mr K with a loan for £2,000.00 in November 2019. This loan was due to be repaid in 24 monthly instalments of around £120. One of our adjudicators reviewed what Mr K and 118 118 Money had told us. And she thought that 118 118 Money hadn’t done anything wrong or treated Mr K unfairly. So she didn’t recommend that Mr K’s complaint be upheld. Mr K disagreed and asked for an ombudsman to look at his complaint.

## **My findings**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

We’ve explained how we handle complaints about unaffordable and irresponsible lending on our website. And I’ve used this approach to help me decide Mr K’s complaint.

118 118 Money needed to make sure that it didn’t lend irresponsibly. In practice, what this means is 118 118 Money needed to carry out proportionate checks to be able to understand whether Mr K could afford to repay before providing this loan. Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. Generally, we think it’s reasonable for a lender’s checks to be less thorough – in terms of how much information it gathers and what it does to verify it – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower’s income was low or the amount lent was high. And the longer the lending relationship goes on, the greater the risk of it becoming unsustainable and the borrower experiencing financial difficulty. So we’d expect a lender to be able to show that it didn’t continue to lend to a customer irresponsibly.

118 118 Money says it agreed to Mr K’s application after he provided details of his monthly income and some information on his expenditure. It says it cross-checked this against information on a credit search it carried out and all of this information showed Mr K could afford to make the repayments he was committing to. On the other hand, Mr K has said he shouldn’t have been lent to.

I’ve carefully thought about what Mr K and 118 118 Money have said.

The first thing for me to say is that 118 118 Money has provided an output of the income and expenditure information recorded at the time of Mr K’s application as well as a record of the results of its credit searches. 118 118 Money searches appear to show that Mr K’s existing commitments at the time were being relatively well maintained. Crucially, according to the credit searches, Mr K’s debt total at the time of the applications was reasonable in

comparison to his income and there wasn't anything that called into question the accuracy of the other income and expenditure information gathered either.

I accept that Mr K appears to be suggesting that his actual circumstances weren't have been fully reflected either in the information he provided, or the information 118 118 Money obtained. Equally I accept that if 118 118 Money had gone into the depth of checks Mr K appears to be saying it should have – such as obtaining bank statements– it may have seen why Mr K says he shouldn't have been lent to.

But the key here is that 118 118 Money was providing a loan with relatively low monthly payments over a relatively short period of time. And it's only fair and reasonable for me to uphold a complaint in circumstances where a lender did something wrong. Given the circumstances here, and the lack of obvious inconsistencies, I don't think that reasonable and proportionate checks would have extended further – especially given what was obtained showed Mr K was in a relatively stable financial position.

As this is the case, I don't think that 118 118 Money did anything wrong when deciding to lend to Mr K - it carried out proportionate checks and reasonably relied on what it found out which suggested the repayments were affordable.

So overall I don't think that 118 118 Money treated Mr K unfairly or unreasonably when providing him with his loan. And I'm not upholding Mr K's complaint. I appreciate this will be very disappointing for Mr K – especially as he says he's had other complaints upheld. But I hope he'll understand the reasons for the decision I've reached in this particular case and that he'll at least feel his concerns have been listened to.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 16 February 2023.

Jeshen Narayanan  
**Ombudsman**