DRN-5609376

The complaint

Mr B complains that JDB Enterprise Group Ltd trading as Fast Loan UK (Fast Loan) lent to him irresponsibly. Mr B says that Fast Loan did not carry out the correct checks and if it had it would not have lent to him.

In February 2025 Mr B complained that JDB Enterprise Group Ltd trading as Fast Loan UK (Fast Loan) provided poor service to him.

What happened

I've duplicated the provisional decision (both parts)here This includes all the background.

> **The first part of the provisional decision issued 6 August 2025**
>
> **The complaint**
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> Mr B complains that JDB Enterprise Group Ltd trading as Fast Loan UK (Fast Loan) lent to him irresponsibly. Mr B says that Fast Loan did not carry out the correct checks and if it had it would not have lent to him.
>
> **What happened**
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> On 17 September 2024, Mr B applied for a £600 loan over 128 days repayable in four monthly instalments. The loan that was offered to Mr B and proceeded with was £400 repayable over six months at £106.99 a month. The last payment was scheduled to be on 4 March 2025. That loan has been paid off (in May 2025) and the loan record has been removed from Mr B's credit file in accordance with an agreement made between Mr B and Fast Loan last September.
>
> Mr B had complained to Fast Loan on 22 September 2024. Fast Loan had multiple email correspondence with him followed by the final response letter (FRL) on 27 September 2024. In that FRL, Fast Loan confirmed an offer for the interest on the loan to be frozen, for Mr B to pay a reduced monthly amount of £64.10 over ten months from 15 October 2024 to 15 July 2025 and at the end, when repaid, it would remove the loan from his credit file. This seemed to be what happened save that the payment dates changed as Mr B was able to overpay between October 2024 and May 2025. So, it closed later than originally contracted for but earlier than the agreement dates in place.
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> In February 2025, Mr B had made more than one fresh complaint to Fast Loan. And he received further correspondence from Fast Loan. He received a new FRL dated 20 February 2025. Mr B then referred his original September 2024 complaint to the Financial Ombudsman Service together with the additional February 2025 elements surrounding what he has described as poor service. These are dealt with in the second part.
> Fast Loan told us about the agreed resolution between it and Mr B when the complaint was referred to the Financial Ombudsman Service and said that the complaint had been closed. It reported to us that the loan had been paid off by Mr B by 15 May 2025 and Fast Loan had removed the loan account from his credit file in line with that earlier agreement.
>
> One of our Investigators looked at it all, considered the merits of the complaint, and in late May 2025 did not think that the Financial Ombudsman Service needed to ask Fast Loan to do anything more. So, the complaint was not upheld in relation to both aspects – the

irresponsible lending part and those parts surrounding poor service. Mr B disagreed and the complaint was passed to me to decide.

Having reviewed the complaint details I wrote to Fast Loan asking for additional information. I took Mr B's point that the lack of recorded calls led to some detail being missing. I also had received a fractured series of emails from Fast Loan and screenshots from Mr B and what I wanted, and received, was a clearer set of correspondence between the parties to enable me to read what happened in September 2025 and in February 2025 in chronological order. I've received copy account notes which document the calls made.

All of this has led me provisionally to decide that part of this complaint should be dismissed without consideration of the merits and here I explain why I have come to this provisional decision. So, in this first part I deal with explaining to both parties my reasoning surrounding my plan to dismiss.

What I've provisionally decided on the dismissal – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this part of the complaint. The Financial Conduct Authority (FCA) DISP rules allow me to dismiss a complaint in certain circumstances where I consider it appropriate. DISP Rule 3.3.4A says:

> "*The Ombudsman may dismiss a complaint referred to the Financial Ombudsman Service on or after 9 July 2015 without considering its merits if the Ombudsman considers that: …(5) dealing with such a type of complaint would otherwise seriously impair the effective operation of the Financial Ombudsman Service."*

DISP Guidance 3.3.4B provides non-exhaustive, illustrative examples of the types of circumstances that would 'seriously impair' the effective operation of this service, all of which I have considered. But the email correspondence between Fast Loan and Mr B after his complaint commenced together with the recorded call account notes, cumulatively provide me with the evidence that an agreement was reached between the parties to resolve the complaint and it was closed. To illustrate the point, I list here the emails I have sorted into a chronological order with parts of the contents. These form part of my reasoning as to why I consider that an agreement was reached and has been adhered to and hence there's no complaint to resolve in relation to the irresponsible lending (September 2024) complaint.

Email correspondence

22 September 2024 Mr B raised the irresponsible lending complaint and went on to say:

> *'To put things right I'll pay 100 per month and only the £400 borrowed. And you agree to remove the whole loan from my credit file. Let me know if this works.'*

23 September 11:54 Fast Loan said:

> '***Our offer to you***
> *We would be willing to freeze the balance on your loan and offer you a repayment plan over 10 monthly payments of £64.19*
> *We would also be willing to remove the loan from your credit file (upon settlement of your loan in full).*
> *Please let us know if you would like to move forward with this?'*

23 September 2024 12:24 Mr B said he could afford £100 a month and made some points and closed the email by stating:

> '*We can do the 67 per month as agreed but the interest should be removed something the fos* [sic] *will recommend as my evidence'*

This was followed a few minutes later by an email from Mr B saying:

> '*I want to work with you and get a resolution. I had the. Money I'll pay it back when I can but if you can't agree I will go further.'*

27 September 2024 Fast Loan issued its FRL by email at 10:23 and at the end it said:

> '***Our offer to you***
> *We would be willing to freeze the balance on your loan and offer you a repayment plan over 10 monthly payments of £64.19*
> *We would also be willing to remove the loan from your credit file (upon settlement of your loan in full).*
> ***Please note that this is a 1-time offer and if we have to defend this further it would be rescinded due to internal costs to defend this further.'***

The usual referral rights to the Financial Ombudsman were included as required in FRLs. Mr B's response on 27 September 2024 after receiving the FRL was to suggest that Fast Loan was attempting to blackmail him. But then went on to state:

> '*do you a deal freeze the loan allow me to pay the 64 pounds as you stated and as soon as it's paid off (it will be paid off a lot sooner than the time) And you remove the whole file from my credit file And I'll agree to this.*
> *Paying each amount on the 15th per month! Let me know'*

Fast Loan responded about 25 mins later at 11:28, and answered his 'blackmail' question. It said:

> *'This is not the case. This is just company policy.*
> *I can confirm that we are happy to proceed on this basis.*
> *I have just actioned all of this and set you up in a new repayment plan.*
> *Your next £64.10 is due on the 15th October.*
> *I have now closed this complaint.'*

On 18 October 2024 Mr B checked with Fast Loan it had received his first repayment. On 16 November 2024 Mr B wrote to Fast Loan to check that it had received his £70 payment being the second in the series. Fast Loan confirmed receipt of the £70 the next day. On 20 December 2024 Mr B asked what his remaining balance was and received an answer from Fast Loan giving him the figure.

On 20 January 2025 Mr B asked Fast Loan what he'd have to pay to settle the loan and *'we can get it closed down'.* A couple of hours later Fast Loan told Mr B what the settlement figure was. Half an hour later Mr B responded to say he'd call the next day with details of a different card to the one Fast Loan had on its records '…*and pay the above offer in full'*.

On 20 February 2025, Mr B called Fast Loan. But during the call he has told us that he became upset and from his explanation it seems that he was not content that the representative explained that the complaint was closed and was not going to be reopened. The account notes of that call I've received recently show me that:

- '*the customer was unhappy about the closed complaint and wished to reopen.'*
- *We advised the customer that he should open a new complaint if he was unhappy with these subsequent issues that were not related to his first irresponsible lending complaint.'*
- *The customer was unhappy and wanted us to merge new complaint points into previous closed complaint.*'

New complaint points were raised with Fast Loan which I have seen and I will deal with in the second part of this provisional decision. 15 May 2025 Mr B emailed Fast Loan to say*:*

> *'Loan now paid off in full. Originally I was told it would be removed off the file is this still the case? Please confirm it's fully paid off in full'*

Fast Loan responded on the same date to say *'We requested the loan file be deleted with Equifax. This can take up to 30 days to update.'*

The agreement terms have been carried out and both parties have complied with that agreement. And when Mr B did complete the repayments, he reminded Fast Loan of that part of the earlier agreement to remove his loan from the credit records once repaid. Fast Loan did that. So, Mr B has not sought to say that there was no agreement to resolve the complaint and therefore he wanted the Financial Ombudsman to look at it. But rather Mr B sought to ensure that Fast Loan complied with its side of the bargain when he'd paid it all off.

Referral of complaints

Mr B referred his complaints to the Financial Ombudsman Service in February 2025. One of the FRLs dated 27 September 2024 related to the loan. It was within the six month time frame of that FRL and so the complaint is within our jurisdiction. Being in jurisdiction means that I have the discretion to dismiss it if the facts point to that. Mr B also sent to us the February 2025 FRL.

As an informal and impartial service which exists to look at disputes between financial services providers and their customers there is a limit on what we can and should revisit. We have to be fair to both parties and it is my view that if we were to routinely reopen or investigate cases where a consumer and a business had effectively agreed to a resolution of the complaint, then there'd be no finality to a case.

In these circumstances, it would be impossible for the Financial Ombudsman to effectively provide a quick and informal dispute resolution service, as complaints could run on and on – unless and until a final decision was issued on a case - even though an answer may have been accepted, or the complaint wasn't pursued some time before. In my view, this wouldn't have been in keeping with our statutory objective to resolve complaints with a minimum of formality and would also undermine confidence in the entire process thus affecting the effective operation of our service.

Both parties to this complaint have to be approached in a fair and impartial manner and seeing that an agreement to resolve the complaint was made and then has been complied with by both parties means that there was no complaint left for us to resolve in relation to the loan approved in September 2024. I remain satisfied that considering the complaint now would seriously impair the effective operation of our service. That's why I'm planning to dismiss it without consideration of the merits.

My provisional dismissal decision

For the reasons I've explained above, I'm planning to dismiss Mr B's complaint concerning his claim of irresponsible lending without consideration of the merits.

The second part of the provisional decision issued 6 August 2025

Complaint

In February 2025 Mr B complained that JDB Enterprise Group Ltd trading as Fast Loan UK (Fast Loan) provided poor service to him.

What happened

Mr B had taken a loan with Fast Loan in September 2024 which he was paying off over multiple instalments. The agreed rate was a little over £64 for 10 months. It was due to end in March 2025 but with agreed smaller instalments it was due to be paid off in July 2025. In fact, Mr B paid the loan off 15 May 2025.

During that repayment period, in February 2025, Mr B complained that he received poor service from Fast Loan.

Mr B received the final response letter from Fast Loan in February 2025 addressing the points. After he'd referred it to the Financial Ombudsman Service one of our investigators looked at this part of the complaint. Our investigator's view was Fast Loan had done nothing wrong and so he did not uphold that part of the complaint. Mr B disagreed and it was referred to me to decide. Some points raised after 19 February 2025 have been incorporated into this provisional decision as I am aware that both parties seek resolution.

What I've provisionally decided and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this part of the complaint. On 19 February 2025 Mr B and a Fast Loan representative spoke. I have seen the call account note which records that it related to a £66 payment which Mr B said had not registered with the account. This was resolved within a day. Fast Loan emailed him to say:

> *'I can confirm that £66 was received on the 14th Feb. As a manual payment was made it was not correctly registered. This was an admin error our end so we apologise about this. This has now been rectified and the correct payment made of £66 is now showing on your account.'*

On 19 February 2025 another email I have seen following that call shows that if Mr B still wished to escalate matters then he was to email its complaints department. Mr B raised a complaint. This is the set of complaints raised on 19 February 2025.

> *"Point one I requested to make a settlement offer which I was offered 15 pounds off and refused. I then received texts stating I had missed a payment and hadn't paid on time I was late. This happened about 3 weeks ago (I called up straight after the text)*
>
> *Point 2*
> *I was checking my balances and was shocked to find my manual payments which I always have paid (as I want the debt gone as per our agreement) monies we're missing only 2 pounds off and but it's still not on. Do I need to go through all the transactions to match them up!!*
>
> *Point 3*
> *I sent an email this morning replying to the adviser who said it's human error. Human error isn't good enough when im* [sic] *paying back a loan I shouldn't have had anyway so I replied and no response was made no complaint raised "*

Mr B received a detailed FRL from Fast Loan on 20 February 2025. I have seen that FRL and as both parties have copies I do not set out here all it contained.

On point one, it seems that Mr B did not think that £15 off to repay the loan early was enough. And so, it seems he refused that offer from Fast Loan. He'd asked for an early settlement figure earlier in the year and was overpaying on the agreed repayment amounts to try to pay down the liability. I appreciate that he was trying hard to do this. But I don't consider I can allocate any blame to Fast Loan here as if £15 was not enough then that was Mr B's decision.

On point two, Fast Loan's call notes show me this was resolved quickly. Fast Loan went into detail in its FRL and as both parties have that FRL I do not set them out here. I am satisfied that this issue was resolved in a day. I don't think that I could have expected Fast Loan to have done much more or much quicker. It gave a reasonable and rational explanation and corrected the matter very quickly. I appreciate Mr B may have been irritated, but I don't consider that any recompense is required.

Also, Mr B was concerned about getting a text saying he'd paid late. I agree that this was not ideal and likely would have caused Mr B to check with Fast Loan. I think that this text is tied up with this £66 payment issue. But Mr B has received a reasonable explanation from Fast

Loan. I consider that a fair approach and I'd not expect Fast Loan to recompense Mr B for that text.

On point three, Fast Loan has given an apology for human error and I can't ask Fast Loan to do more than that.

I am aware of another element of Mr B's concerns: Unanswered calls on Friday 21 February 2025 – he raised this complaint on 22 February 2025.

Our investigator did address this part in his view. He thought that it was not helpful. And I agree, especially after I think that this Friday likely happened after a series of other incidents between Mr B and Fast Loan. I understand that would have been frustrating for him.

However, there were two aspects I looked at more closely to help me to come to this provisional decision on this part of the complaint. The first is that I can see from Mr B's mobile phone screenshot for that date that there were 7 calls to that number. And of those, two were cancelled, 2 were four seconds long and two were longer at around 33 or 40 seconds, and all were made within six minutes. So, I don't consider that is evidence of persistent non-answering of customer calls.

And the second element was that having asked Fast Loan about these unanswered calls, its explanations to us were fair and reasonable. It explained:

> *'We acknowledge that the customer made multiple attempts to contact us via the phone in quick succession. As a smaller lender, there are occasions when all our call agents are engaged, particularly during peak periods. However, we provide multiple alternative contact options, including email, text messaging, WhatsApp, and the option for a call-back.*
>
> *We can confirm that we responded to all of the customer's emails, text messages, and WhatsApp inquiries within the timeframe outlined in our credit agreement terms and conditions.'*

I plan not to uphold this part of the complaint.

On 24 February 2025 Mr B raised a further complaint. He said during a call the previous week (to which I consider Mr B was referring to the 20 February call) the Fast Loan representative did not know what he was doing and got things wrong. He said that the representative was:

> '…*telling me I couldn't go to the financial ombudsman…and when I do they will immediately refuse to speak to them as it's legal binding. Never heard so much nonsense he needs to understand how it works. It's within 6 months and it's also had a final response so it there for can be looked at by fos* [sic]*'*

But at Mr B's request, I obtained the account notes of that call, which I received recently, and they show me that:

- '*the customer was unhappy about the closed complaint and wished to reopen.'*
- *We advised the customer that he should open a new complaint if he was unhappy with these subsequent issues that were not related to his first irresponsible lending complaint.'*
- *The customer was unhappy and wanted us to merge new complaint points into previous closed complaint.*'

This is reference to the September 2024 irresponsible lending complaint. As I have already explained my intention to dismiss that part earlier in this provisional decision, then some of Mr B's question surrounding whether Fast Loan's representative got things wrong, has been answered by me. But it does not answer all of it. So, I continue here.

The call in February 2025 deteriorated into an unpleasant row as the Fast Loan notes (that part has not been duplicated) record that Mr B was being abusive. Mr B describes the call as being a kind of argument. This is unfortunate. But I make no direction for recompense, and I say that because it seems maybe both parties were partially correct during that call.

Fast Loan was right to say that we may choose not to look at that part of Mr B's complaint as it was resolved. And Mr B was correct in that he was not prevented from referring it to us – meaning he was entitled to refer it to us - but maybe Mr B was unaware of our dismissal rules. And I plan to leave it at that.

My review of Mr B's recollection of the 20 February 2025 call, together with the account notes from Fast Loan of that call leads me to think that the Fast Loan representative may not have gone into the detail that, say, I have gone into explaining the dismissal rules to Mr B on that call on that date. And I would not necessarily expect a call operator at Fast Loan to do that. In the end, the rules governing us are for the Financial Ombudsman Service to apply and to determine.

In all the circumstances and in the interests of resolution I plan not to uphold these parts of the complaint.

Thus is the end of the duplicated provisional 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.

Since 6 August 2025, I have not heard from Fast Loan. Mr B has sent to us some emails setting out his complaint points again. I have read them. I have reconsidered them all. All have already been answered in the provisional decision. Overall, there's nothing new in the submissions Mr B has made and no fresh evidence surrounding the two elements of his complaint have been sent to us. And so, I have no reason to depart from the provisional findings made. I have been made aware that Mr B is not content with the outcome of both parts of his complaint. Mr B need not accept this decision. It's a matter for him. Having said that, one or two points I have reiterated here.

A point about which Mr B seems concerned relates to a suggestion that he felt forced to accept the resolution agreed with Fast Loan in September 2024. I have already addressed this in the provisional decision and I refer him to that part where I've set out, in chronological order, the emails between the parties in September 2024. Mr B appears to be referring to the lines in the September 2024 FRL '***Please note that this is a 1-time offer and if we have to defend this further it would be rescinded due to internal costs to defend this further.'***

But this followed a series of emails where the 'deal' was, in essence, negotiated beforehand in the previous four or five days leading up to that FRL. It was confirmed by Fast Loan in the FRL. And Mr B's reply where he referred to '*blackmail'* was answered by Fast Loan and then Mr B effectively agreed. Fast Loan confirmed it, closed the complaint and the next contact between the parties was Mr B making the first repayment in October 2024.

There's no evidence here of Mr B being forced or 'strong armed' into this agreement. And this is further evidenced by later emails or calls when Mr B checked to see if payments had been received. And further evidenced when at the end – in May 2025 – Mr B reminded Fast Loan of the agreement between them and that having paid off the loan he wanted Fast Loan to do the final part which was to remove his loan from his credit file. And it has. As I have already said in my provisional decision, the agreement was clear and both parties complied with it. Resolution of the complaint had been made. The complaint had been closed.

The phone call threats to which Mr B refers I have dealt with in the provisional decision as best I can with the evidence supplied to me by both parties. I refer Mr B to that part rather than set it out here again.

And call recordings within a lending company are not something over which the Financial Ombudsman has any influence. I dealt with that part of Mr B's complaint having obtained what evidence I could from Fast Loan. I refer Mr B to that part of my provisional decision (the second part) covering this.

For the reasons given in the provisional decision, and as nothing new has been sent to me to lead me to alter my view reached on 6 August 2025, I dismiss the irresponsible lending part of the complaint without consideration of the merits and I do not uphold that part of the complaint surrounding poor service.

My final decision

My decision is that for all the reasons given above, I dismiss the part of the complaint surrounding irresponsible lending of the loan and I do not uphold the parts relating to poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 September 2025.

Rachael Williams
Ombudsman