

The complaint

Mr R complains about the way that Admiral Financial Services Limited has dealt with a loan that it made to him.

What happened

Admiral Financial Services lent £12,000 to Mr R under a fixed sum loan agreement that was entered into in January 2024. Mr R agreed to repay the loan by 36 monthly payments of £390.20. Mr R didn't make the payment that was due in October 2024 and he missed further payments so his account went into arrears and Admiral Financial Services reported the missed payments to the credit reference agencies.

Mr R made a formal request for disclosure and clarification on the loan agreement to Admiral Financial Services in February 2025 and it provided him with a copy of the loan agreement. Mr R was sent a notice of default and he complained to Admiral Financial Services in March 2025. He also made a data subject access request to Admiral Financial Services. Admiral Financial Services didn't uphold his complaint because it said that it could see no errors in the service that Mr R had received and it asked him to provide it with proof of identity for his data subject access request but he didn't do so.

Mr R wasn't satisfied with Admiral Financial Services' responses so he complained to this service in April 2025. He provided a summary of his complaint which included that Admiral Financial Services' had failed to comply with its legal and regularity duties, the procedural unfairness of the default notice, its handling of his dispute and the unlawful processing of his personal data. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld and didn't think that Admiral Financial Services needed to take any further action.

Mr R didn't accept the investigator's recommendation and has asked for his complaint to be reviewed by an ombudsman. He has provided detailed responses to the investigator's recommendation, including responses about the obstruction of his data subject access request, suppression failure and credit reference agency reporting, and missing evidence and call conduct. He also wrote to Admiral Financial Services last month with a challenge to its fulfilment of his data subject access request.

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.

Admiral Financial Services lent £12,000 to Mr R in January 2024 and it has provided him with a copy of the loan agreement and says that it completed a full manual review of his application, assessed his bank statements, saw his driving licence and spoke to him over the phone before approving the application. Mr R also made the monthly loan repayments until October 2024 so I'm satisfied that the loan was made to Mr R by Admiral Financial Services.

Mr R didn't make the payment that was due in October 2024 and he missed further payments so his account went into arrears and Admiral Financial Services reported the missed payments to the credit reference agencies. It also sent Mr R a default notice in February 2020. The default notice is dated before the date of Mr R's February 2024 request for disclosure and clarification so, when it sent the default notice to Mr R, it wasn't aware of his concerns about the loan agreement. Even if it had been aware of those concerns, I don't consider that those concerns would have prevented it from issuing a notice of default to Mr R.

Admiral Financial Services is required to report true and accurate information about Mr R's loan account to the credit reference agencies. Mr R hasn't been making the required loan repayments and Admiral Financial Services has reported adverse information to the credit reference agencies. I'm not persuaded that there's enough evidence to show that the information that it's reported to the credit reference agencies about Mr R's account isn't true and accurate or that it's breached any Financial Conduct Authority or data protection rules in reporting that information.

Mr R has made a data subject access request to Admiral Financial Services and he says that it provided its submission to him in June 2025 but that it was incomplete. He also says that it obstructed his request and illegitimately reset the time limit for his request. Admiral Financial Services sent an email to Mr R in March 2025 in which it said that he would need to provide it with proof of identity in order to process his request and it said in May 2025 that he hadn't provided the proof required and that it had contacted him again to say that he needed to prove his identity. I'm not persuaded that there's enough evidence to show that Admiral Financial Services has obstructed his request or illegitimately reset the time limit for his request.

Mr R wrote to Admiral Financial Services' data protection office in July 2025 about its response to his data subject access request and he said that a formal complaint escalation would be made to the Information Commissioner's Office. Admiral Financial Services' information rights team responded to Mr R's letter and I make no finding on the completeness of Admiral Financial Services' response to Mr R's data subject access request. I consider that the Information Commissioner's Office is likely to be in a better position to consider Mr R's concerns about that.

Admiral Financial Services says that Mr R hasn't provided it with specific responses to the letters and notices that it has sent him about the arrears on his account so it doesn't know the reason that he stopped making his loan repayments. It says that it hasn't received any money from him since September 2024 and has followed its full arrears process so Mr R's account was reported as being in default in March 2025, and it stopped adding interest, and has passed the account to its debt collection company.

I suggest that Mr R contacts the debt collection company about his account. If he's

experiencing financial difficulties, he should explain his financial situation to it. It's required to respond to any financial difficulties that he's experiencing positively and sympathetically.

I'm not persuaded that there's enough evidence to show that Admiral Financial Services has acted incorrectly in its dealings with Mr R about his loan. I find that it wouldn't be fair or reasonable in these circumstances for me require Admiral Financial Services to take any action in response to Mr R's complaint.

My final decision

My decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 17 September 2025.

Jarrold Hastings
Ombudsman