

## The complaint

Mrs R complains that Gracombex Ltd trading as The Money Platform irresponsibly lent to her.

## What happened

The Money Platform lent Mrs R four loans, the loan details are as follows:

Loan no:	Start date	Loan amount	Term	Repayment	End date
1	09/08/2023	£450	3 months	£237.78	15/08/2023
2	23/10/2023	£400	3 months	£193.09	15/01/2024
3	06/05/2024	£750	3 months	£405.39	05/06/2024
4	18/09/2024	£600	3 months	£298.60	13/12/2024

When Mrs R complained to The Money Platform, it didn't uphold any part of her complaint but as a gesture of goodwill, it offered her £110 in compensation.

Unhappy with The Money Platform's decision, Mrs R referred her complaint to the Financial Ombudsman Service where it was looked at by one of our investigators. Our investigator thought The Money Platform carried out sufficient checks before lending and those checks showed Mrs R could afford the loans, so our investigator didn't recommend that any part of her complaint be upheld.

Mrs R asked for an ombudsman to decide her case. I note from Mrs R's response to the investigators view, she didn't say she disagreed with the reasoning of the investigator. Mrs R said she wanted an ombudsman to decide because the interest front loaded on her loans were too high.

This point Mrs R raised after the view didn't form part of the complaint The Money Platform looked at and the complaint that was referred to Financial Ombudsman Service. So, I won't be commenting on the interest charges on these loans. That is a new issue and Mrs R may choose to take that complaint forward separately. My decision will be focused on whether The Money Platform irresponsibly lent these loans to Mrs R as this was the complaint that was brought to this service.

## 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 also taken into account the law, any relevant regulatory rules and good industry practice at the time the loans were offered.

The Money Platform operated an electronic system for lending which resulted in Mrs R being provided with high-interest loans, intended for short term use.

Our website sets out what we typically think about when deciding whether a lender's (or P2P operator – such as The Money Platform here) checks were proportionate. Before lending money to a consumer, a lender or a P2P operator should take proportionate steps to understand whether the consumer could repay without borrowing further or suffering significant adverse consequences.

In these circumstances, The Money Platform needed to take reasonable steps to ensure that these loans weren't lent irresponsibly. In practice, what this means is that The Money Platform needed to carry out proportionate checks to understand whether any lending was sustainable for Mrs R before arranging it.

The Money Platform ought to gather enough information for it to be able to make an informed decision on the lending. Although the guidance and rules themselves didn't set out compulsory checks, they did list a number of things a lender could take into account before agreeing to lend. The key thing was that any checks needed to be proportionate and had to take into account a number of different things, including how much was being lent and the term of each loan. A business should also take into account and react appropriately to what it knew about the consumer at the time it made its lending decision.

I've kept this in mind when thinking about The Money Platform's decisions to lend loans 1 – 4.

The Money Platform has provided information to show that before lending any of the loans, it checked Mrs R's monthly income, living expenses and credit commitments. The Money Platform verified Mrs R's income electronically through credit reference agencies and found that throughout the lending her income was around £3,274. It found Mrs R's living costs including mortgage to be £1,100. The Money Platform also searched Mrs R's credit file and found that her monthly credit commitments at the time of loan 1 was £1,801.60 and this reduced throughout the lending and by the time of loan 4, it was £1,594.80. The Money Platform's search into Mrs R's credit file didn't reveal adverse information like County Court Judgements (CCJs) or defaults.

Thinking about these checks, I think The Money Platform did enough before agreeing to lend each loan. I don't think its checks revealed anything that should have prompted it to take its checks further and based on these checks, Mrs R could afford to repay each loan when they fell due.

I appreciate Mrs R has said she was reliant on borrowing, including short-term loans, to repay these loans but that isn't what the credit search revealed. Mrs R's credit search showed she had an active short-term loan at the time of loan 1 and none by the time she was taking out loan 4. I'm also mindful that Mrs R's monthly credit commitments were reducing through the lending relationship.

Overall, The Money Platform's checks went far enough and those checks show Mrs R could repay what she was borrowing. So, I don't think The Money Platform was wrong to lend any of the loans to Mrs R.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think The Money Platform lent irresponsibly to Mrs R or otherwise treated her unfairly in relation to this matter. I haven't seen anything to suggest that s.140A would, given the facts of this complaint, lead to a different outcome here.

### **My final decision**

For the reasons given above, I do not uphold Mrs R's complaint or make any awards against Gracombex Ltd trading as The Money Platform.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 27 February 2026.

Oyetola Oduola  
**Ombudsman**