

## The complaint

Miss J complains that PDL Finance Limited trading as Mr Lender approved a loan for her she could not afford to repay.

## What happened

Miss J took one loan from Mr Lender in April 2025. The repayments varied over six months, the highest amount being just under £75 and the lowest being around £41. The loan was still outstanding on 30 September 2025.

After Miss J had received two views from one of our investigators she told us she disagreed with the outcome and said: *'I believe the lender still acted irresponsibly by approving credit when it should have been clear from my credit file that I was already in financial difficulty.'*

The unresolved complaint was passed to me to decide.

## 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.

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website and I've taken this into account in deciding Miss J's case.

I've decided the credit was provided fairly because:

- I think the checks Mr Lender did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Miss J's financial situation.
- Mr Lender's checks showed she had a regular income (after tax) of £2,391 a month. Her expenditure on rent and bills, as well as her credit costs, were £1,797 a month.
- It carried out a credit check and the summary of those checks were provided to us. There were no issues such as County Court Judgments, insolvency issues within the last three years, or outstanding Advance against Income loans which likely would have prompted Mr Lender to do more. This was a relatively low value loan and Miss J's first one with Mr Lender. So, I consider its checks were proportionate.
- Based on the information Mr Lender gathered and what it knew about Miss J's circumstances, there was nothing to suggest Miss J was likely unable to sustainably repay what she was being lent.
- I don't think Mr Lender acted unfairly in any other way.

This means I don't think Mr Lender did anything wrong when it provided the loan to Miss J.

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 Mr Lender lent irresponsibly to Miss J or otherwise treated her unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Miss J hoped for. But for the reasons above, I'm not asking Mr Lender to do anything to put things right.

**My final decision**

My final decision is that I'm not upholding Miss J's complaint about Mr Lender.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 17 February 2026.

Rachael Williams  
**Ombudsman**