

## **Complaint**

Mr M complains that Lendable Ltd (“Lendable”) irresponsibly lent to him.

## **Background**

Lendable provided Mr M with a loan for £9,500.00 in March 2025. This loan was due to be repaid in 47 monthly instalments of £254.75 and a final instalment of £252.84.

One of our investigators reviewed what Mr M and Lendable had told us. And she thought that Lendable hadn’t done anything wrong or treated Mr M unfairly. So she didn’t recommend that Mr M’s complaint be upheld.

Mr M 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 M’s complaint.

Having carefully considered everything provided, I’ve not been persuaded to uphold Mr M’s complaint. I’ll explain why in a little more detail.

Lendable needed to make sure that it didn’t lend irresponsibly. In practice, what this means is Lendable needed to carry out proportionate checks to be able to understand whether Mr M 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.

Lendable provided Mr M with a loan for £9,500.00 in March 2025. This loan was due to be repaid in 48 instalments of around £250. Lendable says it agreed to Mr M’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, which also considered the amount Mr M declared for his monthly income against the amount of funds going into his main bank account each month. And, in its view, all of this information showed Mr M could comfortably afford to make the repayments he was committing to.

On the other hand, Mr M has said that he shouldn't have been lent to as he was not working at the time of the application.

I've carefully thought about what Mr M and Lendable have said.

The first thing for me to say is that Lendable has provided a record of the results of its credit searches. Lendable searches appear to show that Mr M had some existing credit. Although, I would add that it wasn't aware of another loan that Mr M said he applied for around the time of this one. Bearing this in mind, I don't think that amounts shown on the credit search were excessive in comparison to his cross-checked income. Furthermore, the monthly payments to this loan weren't excessive either.

I accept that Mr M's actual circumstances may not have been fully reflected either in the information he provided, or the information Lendable obtained. I know Mr M says that his age should have resulted in his application being declined. However, there is no dispute that Lendable was aware that Mr M was retired at the time of his application.

Furthermore, I would also point out that there is no prohibition on lending to a prospective borrower that is retired. On the contrary, it would be arbitrary for a lender to automatically decline an application solely on the basis of the applicant's age. It doesn't automatically follow that an individual cannot afford a loan simply because they are on a pension and, in my view, it wouldn't be fair and reasonable to act in such a way. Therefore, I don't think that Lendable automatically ought to have declined Mr M's application on the basis that Mr M's was retired and in receipt of a pension.

I've also thought about what Mr M has said about not signing his agreement. The first thing for me to say is that everything I've seen suggests that Mr M's agreement was electronically signed. Secondly, and most importantly, I have to consider what is fair and reasonable in all the circumstances of the case. In this case there appears to be no dispute that Mr M did make this application and received the loan proceeds. In these circumstances, I cannot reasonably conclude that Mr M didn't agree to be bound to the terms of this loan.

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

In reaching this conclusion I've also considered whether the lending relationship between Lendable and Mr M might have been unfair to Mr M under section 140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I don't think Lendable irresponsibly lent to Mr M or otherwise treated him unfairly in relation to this matter. And I haven't seen anything to suggest that section 140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here. So I'm not upholding this complaint.

I appreciate this will be very disappointing for Mr M. But I hope that Mr M will understand the reasons for my final decision and that he'll at least feel his concerns have been listened to.

Although I'm not upholding Mr M's complaint, I would remind Lendable of its continuing obligation to exercise forbearance and due consideration, given Mr M has said about having difficulty making his payments.

I would also encourage Mr M to get in contact with and co-operate with any steps that may be needed to review what he might, if anything, be able to repay going forward. Mr M may

be able to complain to us – subject to any jurisdiction concerns – should he be unhappy with Lendable’s actions in relation to exercising forbearance over the remainder of the term.

**My final decision**

For the reasons I’ve explained, I’m not upholding Mr M’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 5 January 2026.

Jeshen Narayanan  
**Ombudsman**