

## **The complaint**

The One Stop Money Shop Limited (TOSMSL) provided Mr K with a loan of £1,000 on 10 February 2020. He was to pay monthly instalments of £158.33 to repay the loan over a year. Mr K says the loan was provided irresponsibly.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

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 Mr K's complaint.

I've decided the credit was provided fairly because:

- I think the checks TOSMSL carried out before providing the loan were reasonable and proportionate given the size of the loan and what it knew about Mr K's financial situation.
- When he applied for the loan, Mr K declared an income of £3,500 and his expenditure totalled £795 per month. He told TOSMSL that he was living with parents.
- TOSMSL says it checked a payslip, some bank statements and Mr K's credit file. It said this supported his income, but after checking his credit file it calculated his expenditure as being much higher – around £1,900 – and it used this figure when assessing his application.
- Mr K's credit file showed debt of approaching £16,000 across credit cards and loans. TOSMSL has provided a copy of what it saw. I can see there was one missed payment to a credit card from nearly four years earlier, and one credit card was over its' limit by £44.

But TOSMSL's website says it accepts applications from people with poor credit histories, so I don't think information such as that seen on Mr K's credit file will have caused it any concerns. While he was using most of his available credit, he was up to date with payments to all his accounts at the time of the application. The information he declared and that TOSMSL found, all pointed towards the loan being affordable for him.

- Based on the information Mr K provided and TOSMSL gathered about his circumstances, there was nothing to suggest he was likely to be unable to

sustainably repay what he was being lent. It follows that I think it reached a fair decision to lend to Mr K.

- I've carefully read and considered everything provided by each party to the complaint, but I've seen nothing to suggest that TOSMSL acted unfairly in any other way. Mr K did raise a concern about the threat of a home visit which he felt was unlawful. But no home visit was made, and Mr K was given extra time to repay the loan at no further cost.

This means I don't think TOSMSL did anything wrong when it provided the loan to Mr K.

I've also considered whether the relationship might have been unfair under Section 140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think TOSMSL lent irresponsibly to Mr K or otherwise treated him unfairly. I haven't seen anything to suggest that Section 140A or anything else would, given the facts of this complaint, lead to a different outcome here.

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

### **My final decision**

My final decision is that I'm not upholding Mr K's complaint about TOSMSL.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 27 January 2026.

Richard Hale  
**Ombudsman**