

The complaint

Mr C complains that Link Financial Outsourcing Limited trading as Antelope Loans was irresponsible in its lending to him and hasn't provided him with adequate support since he made it aware of his vulnerability. Mr C wants the interest on his loan removed such that he is only required to repay the amount he borrowed, and any adverse information removed from his credit file.

What happened

Mr C applied for a loan in April 2025, through his credit card app. He said he believed he was applying for a loan with the credit card provider and it wasn't made clear that once approved his loan would be assigned to Antelope Loans. At the time of the application, Mr C said he was suffering from a gambling disorder and experiencing emotional distress and suicidal thoughts. He explained he was acting compulsively and applied for multiple high-cost loans within a 48-hour period, one of which was this loan. Mr C said he spent the loan proceeds on gambling. He said he couldn't fully evaluate the terms of the loan at the time of application and that the loan has had a lasting financial impact and affected his mental health. He raised a complaint about the lending with Antelope Loans.

Antelope Loans explained that Mr C applied to his credit card provider for a loan in April 2025. Credit and affordability assessments were undertaken, and the loan was found to be sustainably affordable for Mr C. It noted that Mr C had sent in copies of his bank statements and it reviewed these and applied breathing space to Mr C's account. It explained that it had a specialist support team which could assist Mr C if he needed further support.

Mr C didn't accept Antelope Loans' final outcome. He said no meaningful redress had been provided and while he had been given interest rate freezes this ignored the situation he was in where it was impossible for him to meet the repayments. He didn't think that Antelope Loans had done enough to support him once it was made aware of his vulnerability. He referred his complaint to this service

Our investigator thought the checks carried out before the loan was issued were reasonable. Based on these checks the loan appeared affordable. Regarding Mr C's gambling disorder, our investigator found that this was not clinically diagnosed or documented until after this loan had been issued and there were no indicators in Mr C's application to show that he was vulnerable at the time. Following Mr C's disclosure of his circumstances, our investigator thought the actions taken by Antelope Loans, including interest rate freezes, contact for the specialist support team and the offer of affordable repayment plans, were reasonable.

Mr C didn't accept our investigator's view. Mr C disputed the information included in the original affordability assessment, saying he wasn't a homeowner and didn't consent to his partner's income being included. He said his declaration of £450 for housing costs was unrealistic and should have triggered further questions. He also noted that his payments for his child weren't included in the assessment.

Mr C said that his bank statements showed heavy gambling in the months before the loan and in the hours immediately preceding his application and that he took this loan out

alongside two others in a short space of time showing it to be crisis borrowing. He said the checks carried out before the loan was issued weren't proportionate, the decision to lend was unfair and the resulting relationship was unfair under Section 140A of the Consumer Credit Act 1974.

As a resolution hasn't been agreed, this complaint has been passed to me, an ombudsman, to issue a 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.

Our general approach to complaints about unaffordable or irresponsible lending – including the key rules, guidance and good industry practice – is set out on our website.

The rules don't set out any specific checks which must be completed to assess creditworthiness. But while it is down to the firm to decide what specific checks it wishes to carry out, these should be reasonable and proportionate to the type and amount of credit being provided, the length of the term, the frequency and amount of the repayments, and the total cost of the credit.

Mr C was provided with a £6,900 loan in April 2025. The loan term was 60 months, and Mr C was required to make monthly repayments of £221.47. I understand that Mr C isn't happy that his loan was assigned to Antelope Loans and that he has raised this with his credit card provider. This complaint is against Antelope Loans and Mr C's concern that the loan was provided irresponsibly and that Antelope Loans hasn't given him the support it should have once he made it aware of his personal circumstances. These are the issues covered in this decision.

Mr C has referred to a complaint he raised with another loan provider which was upheld. I note his comment. My role is to assess every complaint based on its individual circumstances. I take all relevant rules regulations and guidance into account, but my decision is based on what I consider fair and reasonable given the unique circumstances of the complaint.

Mr C has explained his situation at the time he applied for the loan, noting he had a gambling disorder and was behaving compulsively applying for multiple loans in a short space of time. I am sorry to hear of Mr C's personal situation, and I do not underestimate the difficulties he was experiencing or the impact this loan has had on him. However, when considering whether a loan has been lent irresponsibly, I need to assess whether the checks carried out before the loan was issued were proportionate and whether these raised any concerns that meant either further checks were needed or that the loan shouldn't have been given.

In this case, before the loan was issued, details were gathered about Mr C's employment, income, residential status and housing costs. The data recorded Mr C as being employed full time with an annual income of £34,900. It recorded Mr C as being a homeowner, co-habiting with monthly housing costs of £450. A credit check was also undertaken and details of Mr C's partner's income recorded.

I note Mr C's comment about not being a homeowner and that housing costs of £450 were low and should have raised questions. I also note that he said he didn't agree to his partner's income being included. I have considered the loan based on Mr C's income only, and while I note his comment about not being a homeowner, as an amount was included for housing

costs, I find this reasonable to have been relied on in the calculation. Mr C has said that housing costs were low but I also note he was co-habiting at the time and I do not think that the amount recorded should have raised concerns. I understand Mr C has commitments for his children, but no dependents were recorded. Mr C's credit check didn't raise any issues, showing six active accounts which were all up to date. He had no payday balances recorded, no defaults or other public records.

Mr C has said he applied for several loans at the same time, and I understand his comment about the information displayed in his credit file check, but as I do not think the results of the check raised concerns that suggested Mr C was either overindebted at the time or struggling with his financial commitments, I do not find there were signs that meant further questions were needed.

Considering the size of the loan and the repayments compared to Mr C's net monthly income and noting his other declared costs, I find the checks carried out were proportionate. Therefore, I do not think that further checks, such as requesting copies of Mr C's bank statements, were required. Based on the information received through the checks I find this supported the loan being affordable for Mr C.

While I can see from the evidence that Mr C has provided that he gambled significant amounts after receiving the loan proceeds, I have nothing to show that he had made the loan provider aware of his gambling disorder. Mr C has provided evidence of his referrals for treatment for his gambling but these are dated after the loan was provided. Based on the above, I do not find I can say the loan was provided irresponsibly.

Mr C's loan agreement included details about withdrawing from the loan within the first 14 days. Mr C contacted Antelope Loans within this period, however I note that Mr C has said he had gambled the funds and as a withdrawal would require the repayment of the funds, this was unlikely to have been an option for him. Therefore, I find it reasonable that Mr C was referred to Antelope Loans' specialist support team and breathing space was applied to his account. I understand that Mr C thinks that Antelope Loans should have offered more support, specifically the removal of the interest from the loan, given the information he disclosed to it about his circumstances. However, Antelope Loans isn't required to take that action, but it is required to take the needs of its vulnerable customers into account and understand the impact of its actions on them. In this case, I can see that following the initial breathing space applied to Mr C's account a further six-month interest freeze was applied after which Antelope Loans said it could review Mr C's account based on his circumstances at the time. I find this a fair approach to reflect the issues Mr C has raised.

So, while I know this decision will be disappointing for Mr C, I do not find I can say that the loan was provided irresponsibly based on the information available at the time. I also find that the initial actions taken by Antelope Loans in response to the vulnerabilities Mr C disclosed were reasonable. That said, given the information Mr C has disclosed, we would expect Antelope Loans to continue to treat Mr C positively and sympathetically in regard to the remaining account balance.

I've also considered whether Antelope Loans acted unfairly or unreasonably in some other way, including whether its relationship with Mr C might have been viewed as unfair by a court under Section 140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think the loan was provided irresponsibly to Mr C or that Antelope Loans otherwise treated him unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 February 2026.

Jane Archer
Ombudsman