

The complaint

J, a limited company, complains about how it was treated by Shire Securities Limited in relation to three loans it holds with them.

J is represented in bringing this complaint to us by its directors, Miss S and Mr J.

What happened

J borrowed different amounts from Shire between June 2024 and March 2025.

J complained to Shire in April 2025 about a number of different issues. For the purposes of this decision, I will only be focusing on the lending from Shire and not the guarantees which will be covered in a separate decision.

The main issues raised were as follows:

- Shire didn't make it explicitly clear it was the lender for these three loans
- Two of the loans were unsolicited and J never applied for them
- Miss S is incorrectly listed as the borrower when it should have been J
- The direct debit mandate was set up in Miss S' name when she isn't a signatory on the account
- Shire's documentation was unclear and hard to read
- No affordability checks, cashflow assessments or review of existing liability was carried out
- Shire offset some of the loan in March 2025 against the outstanding balance of the June 2024 loan without J's consent

J also complained that Shire used misleading language in their response to J's complaint.

Shire responded to J's complaint in May 2025. They didn't uphold the complaint, stating each agreement was signed by a director of J who had the opportunity to accept and review the terms of the agreements before signing them. They said no credible evidence had been presented showing mis-selling or pressure being applied to J to accept the loan agreements. In addition, they reminded J that it had entered into commercial loan agreements as a limited company which fall outside of the scope of consumer regulation.

J was unhappy with this outcome and brought its complaint to our service. One of our investigators looked into the issues raised by J but he didn't uphold the complaint. He said after reviewing all the information available to him, he hadn't seen that Shire had made a substantial mistake in this case, so he wouldn't be upholding it.

J asked for the case to be passed to an ombudsman for a final 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.

Having done so, I've reached a similar conclusion to our investigator, and I've detailed the reasons why below.

I'll start by acknowledging that both parties have provided significant additional information since our investigator's view was issued. I'd like to assure all parties that I've reviewed all of these documents before making my decision; however, I won't be commenting on all of them but rather focusing on what was most relevant in reaching my decision in this case.

The loan agreements

As explained by both our investigator and Shire, these were commercial loans borrowed by a limited company (J), so they aren't protected by the rules relating to regulated lending or consumer lending. As such, many of Miss S' references to protections are not valid in the circumstances of this complaint.

Having reviewed all three loan documents, I'm satisfied they all detail the following:

- The lender is Shire Securities Limited T/A Shire Funding Solutions
- The borrower is J
- The loan amount, term and number and amount of repayments
- All are signed by one director of the limited company applying for the loan (J in this case) and this is all that was required for the loan to be agreed

As such, I consider Shire provided clear, fair, and not misleading information about the lending terms, allowing J to make an informed choice about the loans' suitability for its needs.

Whilst Shire may have approached J with pre-approved loans or top up offers; there was no onus on J or its directors to accept these loans. So, I can't hold Shire responsible for J proceeding with these offers.

I've also reviewed the copies of the loan agreements which Miss S says have been altered after they were signed by her and Mr J. Having done so, I'm satisfied that there were no material changes made to these documents or any customer detriment. The addition of the loan agreement number is for Shire's internal records and bears no relevance to any of the terms of the loan agreement.

Shire have provided us with detailed information about affordability checks, cashflow assessments, credit reviews and risk reports they completed on J and its directors, and I'm satisfied a thorough review was conducted by Shire prior to any lending being offered to J.

Offsetting

Miss S told us Shire offset some of the March 2025 loan against the outstanding balance of the June 2024 loan without J's consent. However, there is an email between Miss S and

Shire on 28 March 2025 in which Miss S asks Shire to confirm which of the existing loans is being settled so she understands which direct debit is being replaced by the new repayment. As such, I don't accept that J's directors were unaware this loan was going to be offset.

Direct Debit

I understand Miss S signed the direct debit mandate for Mr J's account. However, this is something that I would expect the bank from whom the direct debit was being paid to notice and not Shire, as there was no way they could've known Miss S was not a signatory on the account.

To conclude, I've not seen any evidence to show that Shire treated J in an unfair or unreasonable way in relation to these loan agreements. There was no obligation on J to enter into any of these agreements, and I've not seen evidence of pressure being applied by Shire.

I know J's directors will be disappointed with my findings, but I've not found that Shire have done anything wrong in the circumstances of this complaint and I won't be asking them to take any action.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 9 March 2026.

Tara Richardson
Ombudsman