

The complaint

J, a limited company, complains Shire Leasing Plc mis-sold it a loan.

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

What happened

J borrowed from Shire Leasing in June 2024, alongside a number of other loans from a subsidiary of Shire Leasing. These loans have been the subject of an earlier decision, so this decision will only focus on the June 2024 loan agreement between J and Shire Leasing.

J complained to Shire Leasing in April 2025 and raised the following concerns about this loan:

- The loan was unsolicited and was offered to J as 'pre-approved'. Shire Leasing told J it could be funded within 24 hours, creating unnecessary pressure.
- No affordability checks were conducted by Shire Leasing nor were copies of bank statements or company accounts requested.
- Miss S is incorrectly listed as the borrower when it should have been J.
- The loan's APR is higher than other market options for a similar amount and term.
- The direct debit mandate was set up in Miss S' name when she isn't a signatory on the account.

J also complained about Shire Leasing's handling of its complaint.

Shire Leasing responded to J's complaint in May 2025. They didn't uphold the complaint, stating the agreement was signed by a director of J who had the opportunity to accept and review the terms of the loan before signing it. They said no credible evidence had been presented showing mis-selling or pressure being applied to J to accept the loan agreement. In addition, they reminded J that it had entered into a commercial loan agreement as a limited company which falls 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. He explained that we are unable to consider the complaint handling element of the complaint as it is not a regulated activity and therefore falls outside of our service's jurisdiction.

He went on to consider the other concerns raised by J, but he didn't uphold the complaint. He said after reviewing all the information available to him, he was satisfied Shire Leasing had acted in the manner he would expect.

J then 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.

The loan agreement

As our investigator explained, this was a commercial loan between two businesses, meaning J isn't protected by the rules relating to regulated lending or consumer lending.

Having reviewed the loan agreement, signed by Miss S on 13 June 2024, I can see the lender is detailed as being Shire Leasing PLC and the borrower is J. So, I can't agree that the borrower was incorrectly stated as being Miss S.

The loan amount, term, amount of repayments and total cost of interest are detailed in the loan agreement. I note Miss S' comments about the loan's APR being higher than other market options for a similar amount and term, however Shire Leasing are entitled to make a commercial decision about the rate of interest they apply to their loans. The information was detailed on the loan agreement, so J was made aware of the cost of borrowing from the outset. If J was unhappy with the terms of the loan agreement, it could've sought finance from elsewhere or decided not to enter into this agreement with Shire Leasing.

Miss S told us the loan was unsolicited and was offered to J as 'pre-approved'. She said Shire Leasing told J it could be funded within 24 hours, which created unnecessary pressure for J to accept the offer.

Whilst Shire Leasing may have approached J with a pre-approved loan, there was no onus on J or its directors to accept it. In addition, I can see that Shire Leasing explained the funds could be made available almost immediately to J, but there was nothing to say the loan offers would expire if they weren't immediately accepted. J was entitled to decline the loan offer or compare its alternative options before entering into this agreement. So, I can't hold Shire Leasing responsible for J proceeding with this loan.

Affordability checks

Miss S told us no affordability checks were conducted by Shire Leasing nor were copies of bank statements or company accounts requested prior to the loan being approved. However, Shire Leasing have provided us with evidence of checks on both J and its directors credit, an analysis of J's repayment history and evaluations of data from credit bureau reports. So, I'm satisfied Shire Leasing fairly considered this information, in line with their internal credit policy, and before making an offer of lending to J.

Direct Debit

I understand Miss S signed the direct debit mandate for an account she wasn't a signatory on. Shire Leasing couldn't have known that Miss S wasn't a signatory on that account as they wouldn't have access to that information. So, I can't say Shire Leasing made a mistake here.

In summary, I've not seen any evidence to show that Shire Leasing treated J in an unfair or unreasonable way in relation to this loan agreement. They provided clear and not misleading information about the lending terms, leaving J to make an informed decision about the loan's suitability for its needs. I've also not seen evidence of pressure being applied by Shire Leasing to J to accept the offer.

I know J's directors will be disappointed with my findings, but I've not found that Shire Leasing acted unfairly 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