

The complaint

Mr K has complained Lendable Ltd, trading as Autolend, continue to ask him to repay a personal loan which he never took out.

What happened

In early 2021 Mr K was looking into his options for student finance. He was contacted by someone who convinced him he was a representative of student finance and would assist him with an application for grants which wouldn't require repayment. This was supposedly a facility set up after the pandemic.

Mr K provided this individual with his personal details, including his login details for a credit score app. Three loan applications were made totalling £25,000 in February 2021. These funds were paid into Mr K's bank account (wo I'll call B). The individual scamming Mr K persuaded him to set up an account with a business called L. Mr K made payments from his account with B to an account supposedly in his name with L.

Unfortunately, the scammers made away with the funds Mr K had paid into his L account, which was a cryptocurrency trading account.

Mr K complained to Autolend in 2021. Autolend agreed to suspend interest and charges related to the loan. Mr K would only be required to repay the £9,000 capital.

Mr K made no subsequent repayments towards this loan. He complained again to Autolend in 2025 and then brought his complaint to the ombudsman service as he felt that it was an onerous requirement to make him repay the capital.

Our investigator confirmed this remained our approach and she would only be asking Autolend to ensure that any repayment plan reflected Mr K's financial situation.

Mr K has asked an ombudsman to review his complaint.

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 the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

Existing consumer credit legislation says that a customer can't be held liable for a loan if it was taken out by an unauthorised party. However, that's not the whole story. Our service also considers whether the party supposedly taking out the loan knew about and benefited from the funds.

Overall, I am satisfied Mr K did know about the credit agreement being taken out even if he didn't apply for the credit agreement himself. In fact, there is no dispute Mr K was the victim of a scammer. His details were used to make the applications, but all parties accept Mr K didn't make the loan applications.

I can see that in 2022 Mr K brought two complaints to our service related to the two other loans taken out in February 2021. I'm also aware that he spoke to another ombudsman at this time. She explained the approach our service takes on these complaints. Mr K noted and accepted both outcomes.

So it will come as no surprise to him that I am taking the same stance.

I will say that I find it very odd that in four years, Autolend appears to have taken no steps to progress a repayment schedule with Mr K.

They will be aware that their options to pursue civil action against Mr K for the return of their funds are limited. They may believe that the correspondence they've shared from B suggests Mr K didn't lose his access to the funds. I can confirm that there is no evidence for this. I say this after correspondence our service has had with B.

As the result of being a victim of a scam, Mr K now has substantial debts. I expect Autolend to ensure that a suitable repayment plan is agreed with Mr K based on his personal financial circumstances.

My final decision

For the reasons given, my final decision is to instruct Lendable Ltd, trading as Autolend, to make arrangements to set up a manageable repayment plan with Mr K.

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

Sandra Quinn
Ombudsman