

The complaint

Miss E complains that Fluro Platform Limited (Fluro) lent irresponsibly when it approved his loan application.

What happened

Miss E applied for a Fluro loan of £6,000 over a 36 month term with Fluro in May 2025. In her application, Miss E said she was earning £2,265 a month after deductions and paying rent of £650. A credit search found Miss E had existing debts totalling £4,838 and was making monthly repayments of £242. No adverse credit, payday loans or recent arrears were noted. Some default information, the newest of which was recorded in 2022, was noted on Miss E's credit file.

Fluro used Open Banking to verify the income figure Miss E provided. Fluro also completed an income and expenditure assessment using Miss E's declared rent of £650, debt repayments of £242 and an estimate of her general living expenses of £852 a month. After deducting those costs plus the new loan payment of £255.33 a month from Miss E's income, Fluro says she had a disposable income of £266. Fluro approved Miss E's application and issued the loan funds.

More recently, Miss E complained that Fluro lent irresponsibly when it approved her application and it issued a final response. Fluro said it had carried out the relevant lending checks before approving Miss E's application and didn't agree it lent irresponsibly.

An investigator at this service looked at Miss E's complaint. They thought Fluro completed proportionate checks when considering Miss E's application and that its decision to approve it was reasonable based on the information it obtained. The investigator wasn't persuaded Fluro lent irresponsibly and didn't uphold Miss E's complaint.

Miss E asked to appeal and said her outstanding debts were significantly higher than the figures used by Fluro. Miss E also said the interest rate charged by Fluro was predatory. As Miss E asked to appeal, her complaint has been passed to me to make 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.

Before agreeing to lend, the rules say Fluro had to complete reasonable and proportionate checks to ensure Miss E could afford to repay the debt in a sustainable way. These affordability checks needed to be focused on the borrower's circumstances. The nature of what's considered reasonable and proportionate will vary depending on various factors like:

- The amount of credit;
- The total sum repayable and the size of regular repayments;
- The duration of the agreement;
- The costs of the credit; and

- The consumer's individual circumstances.

That means there's no set list of checks a lender must complete. But lenders are required to consider the above points when deciding what's reasonable and proportionate. Lenders may choose to verify a borrower's income or obtain a more detailed picture of their circumstances by reviewing bank statements for example. More information about how we consider irresponsible lending complaints can be found on our website.

I've set out the information Fluro used when considering Miss E's application above. Miss E confirmed her monthly income and Fluro used Open Banking to verify that figure was accurate. Fluro says it actually returned a higher income figure following its checks but based its lending assessment on the figure Miss E gave in the application which indicates it was taking a cautious approach. Miss E's credit file showed some historic defaults but no recent evidence of financial difficulties. Miss E's existing debts totalled £4,838 and all her accounts were up to date with no evidence of any recent missed payments noted. I can see that in response to the investigator Miss E said her unsecured debt level was higher. But no evidence of higher debts has been provided. And I'm satisfied that Fluro completed a credit check using one of the major credit reference agencies and reasonably used that information when considering Miss E's application.

Fluro also completed an affordability assessment taking Miss E's income of £2,265, rent of £650, an estimate of Miss E's general living expenses of £805 and unsecured debt repayments of £242 as well as the new loan payment of £255.33 into account. That left Miss E with £266 remaining after covering her existing outgoings and new loan payment. In my view, the lending checks completed by Fluro indicated Miss E was able to afford her existing outgoings and new loan payment as well as having a reasonable disposable income. I haven't seen anything in the application information Fluro obtained that indicated Miss E was overcommitted or already struggling financially.

In my view, Fluro completed reasonable and proportionate checks when considering Miss E's application. And I'm satisfied the decision to approve Miss E's application and issue a loan of £6,000 plus interest of £3,191.71 with monthly repayments of £255.33 was reasonable based on the information Fluro obtained. I'm very sorry to disappoint Miss E but I haven't been persuaded Fluro lent irresponsibly.

I understand Miss E thinks the interest rate applied to the loan is unreasonably high. But I've looked at the loan agreement Miss E accepted and can see it made the terms clear, including how much interest Fluro would apply to the loan over the term. So whilst I note Miss E's comments, I'm satisfied Fluro didn't mislead her and that the interest applied has been in line with the loan agreement.

I've considered whether the business acted unfairly or unreasonably in any other way including 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 Fluro lent irresponsibly to Miss E or otherwise treated her 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.

My final decision

My decision is that I don't uphold Miss E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 2 February 2026.

Marco Manente
Ombudsman