

The complaint

Admiral Financial Services Limited provided Miss B with a loan in December 2022. It was for £12,000 over 60 months with a monthly repayment of £300.90. Miss B says the loan was provided irresponsibly.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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.

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Miss B's case. I want to reassure Miss B I have carefully considered all of her submissions, but in keeping with our role as an informal dispute resolution service - and as our rules allow – I will focus here on the issues I find to be material to the outcome of her complaint.

I've decided the loan was provided fairly because:

- I think the checks Admiral did before providing the loan were reasonable and proportionate given the loan value, the stage in the lending relationship and what it knew about Miss B's financial situation. It verified Miss B's declared income, ran a credit check and estimated her living costs using national statistics.
- Admiral's checks showed Miss B would have monthly disposable income of £772.66 after taking on this loan - and using it to consolidate three existing debts she said she would settle. Miss B argues that Admiral used an understated ONS figure for her expenses, but even based on the figure she submitted of £1,144, had she used the loan as planned she would have a monthly disposable income of £494 so it remained affordable.
- I am aware Miss B has recreated an affordability assessment using actuals for all figures, but as I've found Admiral's checks were proportionate this does not impact my finding.
- I acknowledge the credit check showed some arrears in the last 12 months, but the relevant account had since been settled. Miss B had historically used an overdraft facility, but this had also been settled in the previous month. Miss B's credit utilisation had fallen in the last 12 months from 97% to 60%. There was no significant adverse data such as defaults or CCJs on her file.
- Miss B had taken out another loan for £10,750 two months before (her only new credit agreement in the last six months) but she planned to settle that with this loan –

which was cheaper. This was her first loan with Admiral so she did not have a history of failed consolidation, and returning to borrow again. So it was reasonable for it to rely on her stated loan purpose.

- Based on the information Admiral gathered and what it knew about Miss B's circumstances, there was nothing to suggest Miss B was likely to be unable to sustainably repay what she was being lent.
- I don't think Admiral acted unfairly in any other way.

This means I don't think Admiral did anything wrong when it provided the loan to Miss B.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Admiral lent irresponsibly to Miss B or otherwise treated her unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Miss B hoped for. But for the reasons above, I'm not asking Admiral to do anything to put things right.

My final decision

I am not upholding Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 24 March 2026.

Rebecca Connelley
Ombudsman