

## **The complaint**

Mr B complains that Bamboo Limited irresponsibly provided him with a loan for £3,000 which he couldn't afford and that it has reported subsequent defaults on his credit file.

## **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.

I'm aware that I've summarised this complaint above in less detail than it may merit. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact my decision.

Lastly, I would add that where the information I've got is incomplete, unclear or contradictory, I've to base my decision on the balance of probabilities.

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 Mr B's case.

I've decided not to uphold Mr B's complaint for the following reasons:

- I think the checks Bamboo Limited did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Mr B's financial situation.
- Mr B's checks showed he had a sufficient disposable income left each month in which to afford the credit afforded to him. There was no adverse information on Mr B's credit file such as defaults or delinquencies and which suggested he was managing his other credit commitments well.
- I appreciate that Mr B is suggesting that his actual circumstances may not have been fully reflected either in the information he provided, or the information Bamboo Limited obtained. However, I can only uphold a complaint against a business where I'm satisfied it has done something wrong. And based on the evidence I've seen and the information Bamboo Limited would have seen at the time from Mr B's credit report, I'm satisfied Bamboo Limited hasn't done anything wrong and made a fair

lending decision.

- Based on the information Bamboo Limited gathered and what it knew about Mr B's circumstances, there was nothing to suggest that Mr B was likely to be unable to sustainably repay the credit he was afforded in a reasonable period of time.
- As our investigator explained, Bamboo Limited are duty bound to accurately report any missed payments or defaults to credit reference agencies, and this also includes if a consumer is in a payment arrangement.
- I don't think Bamboo Limited acted unfairly in any other way.

This means I don't think Bamboo Limited did anything wrong when it provided the loan to Mr B or accurately reported to the credit reference agencies.

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 Bamboo Limited lent irresponsibly to Mr B or otherwise treated him 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 Mr B hoped for. But for the reasons given above, I'm not asking Bamboo Limited to do anything to put things right.

### **My final decision**

My final decision is that I'm not upholding Mr B's complaint about Bamboo Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 February 2026.

Paul Hamber  
**Ombudsman**