

## **The complaint**

Mr C complains that PROPEL HOLDINGS (UK) LIMITED trading as Quidmarket (Quidmarket) gave him a loan which wasn't affordable for him.

## **What happened**

Mr C was advanced one instalment loan of £300 in March 2025, and he was due to make 13 weekly payments of £34.07. Based on the latest information I have to hand an outstanding balance remains due.

Quidmarket didn't uphold Mr C's complaint and so he referred it to the Financial Ombudsman. It was then considered by an Investigator, who didn't uphold the complaint because in their view proportionate checks had been conducted. Mr C didn't agree and I've summarised his points below.

- The checks carried out by Quidmarket didn't reflect his actual financial situation.
- His income at the time wasn't £1,600 per month – and he provided an overview of how and why his income wasn't stable.
- Quidmarket ought to have validated his income rather than relying on a tool to do so.
- He didn't have the amount of disposable income Quidmarket calculated.
- He already had four outstanding loans – which is a sign of financial distress.
- Quidmarket ought to have requested bank statements – had it done so it would've seen the loan wasn't affordable.

As no agreement could be reached the complaint has been passed to me for 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.

We've set out our general approach to complaints about short-term lending - including all the relevant rules, guidance and good industry practice - on our website.

Quidmarket had to assess the lending to check if Mr C could afford to pay back the amount he'd borrowed without undue difficulty. It needed to do this in a way which was proportionate to the circumstances. Quidmarket's checks could have taken into account a number of different things, such as how much was being lent, the size of the repayments, and Mr C's income and expenditure.

With this in mind, I think in the early stages of a lending relationship, less thorough checks might have been proportionate. But certain factors might suggest Quidmarket should have done more to establish that any lending was sustainable for Mr C. These factors include:

- Mr C having a low income (reflecting that it could be more difficult to make any loan repayments to a given loan amount from a lower level of income);
- The amounts to be repaid being especially high (reflecting that it could be more

- difficult to meet a higher repayment from a particular level of income);
- Mr C having a large number of loans and/or having these loans over a long period of time (reflecting the risk that repeated refinancing may signal that the borrowing had become, or was becoming, unsustainable);
  - Mr C coming back for loans shortly after previous borrowing had been repaid (also suggestive of the borrowing becoming unsustainable).

There may even come a point where the lending history and pattern of lending itself clearly demonstrates that the lending was unsustainable for Mr C. As only one loan was approved this doesn't apply to Mr C's complaint.

Quidmarket was required to establish whether Mr C could sustainably repay the loan – not just whether he technically had enough money to make his repayments. Having enough money to make the repayments could of course be an indicator that Mr C was able to repay his loan sustainably. But it doesn't automatically follow that this is the case.

Mr C told Quidmarket that he received a monthly salary from a full-time job of £1,600. Quidmarket didn't just rely on what Mr C said – it used a tool provided by a credit reference agency to cross check his declared income. This check told Quidmarket that what Mr C had told it was likely to be accurate.

Mr C says Quidmarket shouldn't have relied on the results of the cross check because at the time his income was unstable and he wasn't receiving the amount he had declared. I've thought about this but for a first loan Quidmarket was entitled to rely on the information it was provided with especially because the cross check it carried out supported what he had declared. For a first loan I'm satisfied the checks into Mr C's income were proportionate.

In terms of outgoings, Mr C said his monthly outgoings including his credit commitments came to £1,040 per month. Quidmarket then went about checking the information Mr C had provided along with conducting a credit search – which I'll come on to below.

Having carried out checks into the information Mr C had declared it uplifted his outgoings taking them to £1,116 per month. Even with the uplift there appeared to be sufficient disposable income for Mr C to afford the loan.

The regulations allow Quidmarket to make sure of statistical data and other information to work out a consumer's likely outgoings. The use of statistical data in these circumstances isn't unreasonable and isn't a reason for me to uphold the complaint.

Quidmarket carried out a credit search, and it has provided the results. Quidmarket didn't need to conduct a credit search let alone one to a specific standard. But what it couldn't do was conduct a credit search and disregard the results. Quidmarket was entitled to rely on the results it was given by the credit reference agency, and the results of the check may not be as detailed as what Mr C can see in his own credit report for example.

The credit report showed Mr C's debt was just under £8,000 across seven active accounts. The check results showed no defaults, County Court Judgments or any other types of insolvencies recorded. All of Mr C's active and closed accounts had been repaid as expected because there was no missed payment markers recorded within the credit file report Quidmarket received. And while it was aware of two outstanding loans, these had been paid well and wouldn't have been of a concern to Quidmarket.

It's also the case that Quidmarket may not have seen all the information that Mr C is able to see in his own credit report. There are a number of reasons for this – Quidmarket may only ask for certain pieces of information or some information that Mr C can now see in his credit

file wouldn't have been visible to Quidmarket at the time. For example, it can take around six weeks for new credit to appear on a credit report, and I say this bearing in mind Mr C says he had four loans outstanding at the time. But this wasn't shown in the report provided to Quidmarket.

Mr C has provided screen shots showing he had a mortgage at the time – which was costing £168 per month. This account wasn't visible within the credit search given to Quidmarket – it isn't clear why it didn't appear. But even if Quidmarket had taken the monthly repayment into account there was still sufficient disposable income to afford the loan payments.

Considering the above, I'm still satisfied Quidmarket was reasonably entitled to rely on the credit search results as there was no indication that what it was provided with was in any way inaccurate.

Mr C has provided copy bank statements, and he says that Quidmarket ought to have reviewed these before lending. But given the checks it did do, which showed sufficient disposable income to afford the repayments – then the gathering of bank statements in the circumstances of this complaint would've been in my view disproportionate.

Therefore, I am not upholding Mr C's complaint. An outstanding balance does remain due, and I would remind Quidmarket of its obligation to treat Mr C fairly and with forbearance while discussing a way forward.

I've also considered whether Quidmarket 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 Quidmarket lent irresponsibly to Mr C or otherwise treated him unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

### **My final decision**

For the reasons I've outlined above, I am not upholding Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 March 2026.

Robert Walker  
**Ombudsman**