

The complaint

Santander UK Plc ('Santander') provided Mr M with a personal loan in June 2025. The loan was for £19,000 and was to be repaid by way of 60 monthly repayments of £407.70. Mr M 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 Mr M's case.

I've decided the loan was provided fairly because:

- I think the checks Santander did before providing the loan were reasonable and proportionate given the amount it was lending and what it knew about Mr M's financial situation, including the debt he already owed elsewhere.
- Mr M told Santander about his income and typical monthly outgoings. Santander's checks didn't show any recent issues with Mr M's credit history. The affordability assessment Santander carried out, which was based on a higher figure for Mr M's monthly outgoings, including his existing credit repayments, showed he was likely to have sufficient disposable income available to be able to sustainably repay the new loan.
- Based on the information Santander gathered about Mr M's circumstances that was available to it at the time, there was therefore nothing to suggest he was likely to be unable to sustainably repay what he was being lent.
- I don't think Santander acted unfairly in any other way. Santander is required to accurately report adverse credit file information.
- I appreciate that Mr M's financial position worsened after he'd taken out the loan and after the lending decision had already been taken. It wouldn't be fair and reasonable for me to use hindsight here, or to say that the evidence and information available to Santander was enough to suggest there was a likelihood this could happen.

This all means I don't think Santander did anything wrong when it provided the loan.

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

Santander lent irresponsibly to Mr M 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 M hoped for, and I hope that his finances are now getting back on track for him. But for the reasons above, I'm not asking Santander to do anything to put things right.

My final decision

My final decision is that I'm not upholding Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 February 2026.

Michael Goldberg
Ombudsman