

## **The complaint**

A lender provided Miss J with a £25,000 loan in May 2023. The loan was transferred to Link Financial Outsourcing Limited, trading as Antelope Loans, in April 2025. Miss J says the credit 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 J's case.

I've decided the loan was provided fairly because:

- Miss J had declared that she was employed with an annual income of £45,000 and the lender searched her credit file and it completed an affordability assessment using the information that Miss J had provided, the information that it had obtained from its search of her credit file and estimated expenditure data from other sources.
- Antelope Loans hasn't been able to provide any information about the verification of Miss J's income that was completed by the lender and, given the information that the lender would have seen from its search of Miss J's credit file, and that the loan was repayable over six years by monthly repayments of £527.73, I don't think that the checks that the lender did before providing the loan were reasonable and proportionate.
- If the lender had done proportionate checks, I don't think it's likely that they would have shown that it was unfair to provide the loan to Miss J as a review of Miss J's payslips and bank statements for the three month period before the loan was made to her shows that her average monthly income was £1,956.35 and her essential living costs and debt repayments were about £1,859 each month.
- The lender's checks showed Miss J was managing her finances well, there was no evidence of any high-cost short-term borrowing on her credit file and her credit scores showed that lending to her was low risk and its affordability assessment showed that, after making the loan repayment of £527.73, Miss J would have been left with enough disposable income.
- Miss J had applied for the loan for debt consolidation, so I consider that it would have been reasonable for the lender to have expected that Miss J's monthly payments for her existing credit commitments would have reduced after the loan was made to her, and the evidence shows that Miss J used the loan to make loan, credit card and overdraft repayments which reduced her monthly payments for her existing credit

commitments by more than £720.

- Miss J says that what she did with the money from the loan should have no bearing on her complaint and that she was financially vulnerable given her debt to income ratio and her consistent dependency on using finance to live and pay for food and lifestyle costs, and she's provided her calculation of her disposable income.
- Based on the information that Miss J has provided about her circumstances at the time and the information that the lender had gathered, I'm not persuaded that there was enough to suggest that Miss J was likely to be unable to sustainably repay what she was being lent.
- I don't think that the lender or Antelope Loans has acted unfairly in any other way.

This means I don't think the lender did anything wrong when it provided the loan to Miss J. I've also considered 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 the lender lent irresponsibly to Miss J 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.

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

### **My final decision**

My final decision is that I'm not upholding Miss J's complaint about Antelope Loans.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 13 May 2026.

Jarrold Hastings  
**Ombudsman**