

The complaint

Mr T complains that PROPEL HOLDINGS (UK) LIMITED trading as Quidmarket (Quidmarket) gave him a loan without carrying out sufficient affordability checks.

What happened

Mr T was granted one instalment loan in August 2025 for £300. He was due to make six monthly payments of £100. Based on the latest information I have, an outstanding balance remains due.

Following Mr T's complaint, Quidmarket explained why it had carried out proportionate checks. The complaint was then referred to the Financial Ombudsman, and it was reviewed by an Investigator, who didn't uphold the complaint. Mr T didn't agree and I've summarised his response below.

- Quidmarket was aware of defaults on Mr T's credit file from 2020 as well as a County Court Judgement (CCJ) – regardless of the age these were a sign of long-term difficulties.
- Mr T's credit cards were already 'maxed' out.
- In the weeks leading up to the loan Mr T had taken a number of other loans from other creditors – and he provided a list of the loans taken between 29 July 2025 and 18 August 2025.
- A review of his bank statements would've shown the loan wasn't affordable and he didn't have the amount of disposable income Quidmarket calculated.
- At the time the loan was approved Mr T's income was unstable.
- Mr T has significant arrears on his council tax and on a utility bill.
- Mr T provided further background to his gambling and the steps he has taken to mitigate this and the help and support he has sought. The impact of this gambling was still impacting Mr T when he borrowed from Quidmarket.
- Mr T's wife has had a complaint upheld in her favour (a loan taken out in her name) where the same evidence was provided about Mr T's gambling.

As no agreement could be reached the complaint has been passed to an me, an Ombudsman for a final 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.

Firstly, I thank Mr T for sharing the personal information about his gambling and the help and support that he has received. It couldn't have been easy for him to do this and I won't repeat all that information here to protect his privacy.

The basis for what I go on to discuss below is laid out in CONC 5.2A and Quidmarket had to assess the lending to check if Mr T 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 T'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 T. These factors include:

- Mr T 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 T 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 T 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 T. But this doesn't apply in Mr T's complaint because only one loan was granted.

Quidmarket was required to establish whether Mr T could sustainably repay the loans – 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 T was able to repay his loan sustainably. But it doesn't automatically follow that this is the case.

Mr T has provided a brief overview of a complaint his wife brought to the service – which Mr T has said was upheld with the same evidence he has provided for this complaint. I think the inference Mr T is drawing is that because the complaint has been upheld it therefore follows this complaint should also be upheld.

But my role is to consider the individual circumstances of the complaint taking account of any relevant law and regulation. What that does mean is that there are times when what appear to be similar circumstances can lead to different outcomes depending on the type and nature of the borrowing and the types of check(s) any lender may have carried out and what those checks show. There isn't anything unusual about that.

In short, another decision or response letter doesn't set a precedent that I'm bound to follow. I'm satisfied in this case, I've fully considered the information Mr T gave to Quidmarket as well as the checks it conducted, what those checks showed.

Quidmarket asked Mr T about his income and expenditure details. Mr T declared he and received a monthly salary of £2,750 per month. Quidmarket says this income was electronically cross checked and as a result of this it decreased Mr T's income to £2,475. So, I'm satisfied Quidmarket didn't just rely on Mr T's declaration for its affordability assessment.

I've noted what Mr T has said that his income wasn't stable at the time, which may well have been the case but for a first loan I do think it was reasonable for Quidmarket to have relied on what Mr T declared to it alone with the results of its own cross check.

In terms of outgoings, Mr T declared these came to £1,450 per month. However, Quidmarket made checks into Mr T's outgoings including his credit commitments and didn't make any adjustments. But it did calculate a smaller disposable income because it used a smaller cross checked income figure. But even with the smaller disposable income, it was still proportionate for Quidmarket to believe Mr T would be able to afford the loan payments.

As I said, a credit search was also carried out and Quidmarket has provided a copy of the results it received. It's worth saying here that there was and is no requirement for Quidmarket to do a credit search nor is there any set standard it has to adhere to.

I've therefore looked at these to see if there was anything contained within the results which ought to have either led Quidmarket to have conducted further checks and or decline the applications.

The first credit search was carried out at the address that Mr T declared as part of his application and there wasn't anything there to suggest that Mr T was having or likely having financial difficulties. Quidmarket was told he had just under £1,100 of existing debt. His credit cards were being used but weren't maxed out and his active accounts had been repaid as expected.

Mr T has listed the loans that he had taken out in the weeks before this Quidmarket loan, but that information hadn't yet filtered through to the credit report provided to Quidmarket. And as such it couldn't have known about this other lending.

Quidmarket was also told about linked addresses and so a credit search was carried out for both of these and its these addresses that Quidmarket found out about the defaults. I can see at least three defaults all recorded in 2020. So, I do agree with Mr T that Quidmarket knew about these before it lent.

But I disagree that this showed he was having long term financial difficulties. The defaults had been recorded around five years before the loan was granted and the wasn't any significant adverse payment information to suggest Mr T's difficulties had continued. I think Quidmarket would've likely concluded that Mr T had some difficulties a number of years ago, but these had now passed. Due to the age of the defaults Quidmarket would've been entitled to have placed less weight on them as a sign that Mr T was having current financial difficulties.

Mr T says at the time he had a CCJ but that isn't shown on any of the three credit reports carried out by Quidmarket. Therefore, solely, looking at the credit reports provided Quidmarket – based on the caveats above were entitled to rely on what it was provided didn't indicate Mr T was, or was likely to be, having financial difficulties at the time.

Mr T has suggested that Quidmarket ought to have gathered his bank statements – had it done so Mr T says a very different financial picture would've been evident. I've considered this but given the checks Quidmarket did do, these were commensurate to the amount lent and what it knew about Mr T. Taking account of the circumstances of the complaint, it would've been disproportionate for Quidmarket to have gathered Mr T's bank statements.

Overall, Quidmarket carried out a proportionate check which showed Mr T would likely be in a position to afford his repayments. I appreciate this outcome will be disappointing for Mr T.

An outstanding balance is still likely due, and Mr T may wish to, if he hasn't already done so contact Quidmarket to see what help and support it can offer moving forward. I would remind Quidmarket of its obligation to treat Mr T fairly and with forbearance.

I've also considered whether the Quidmarket acted unfairly or unreasonably in any other way and 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 T 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 T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 6 May 2026.

Robert Walker
Ombudsman