

## The complaint

Mr T complains that Valour Finance Limited trading as Savvy.co.uk (“Savvy”) lent to him irresponsibly and that better checks would have led it to recognise he was gambling and therefore ought not to have lent to him.

## What happened

Here is a table giving brief details of the lending.

Loan	Approved	Amount	Terms (rounded)	Repaid
1	7 August 2024	£500	26 weekly payments £37 (£160 month)	14 February 2025 on time
2	21 February 2025	£1,000	52 weekly payments £38 (£163 month)	o/s December 2025

Loan 2 remained outstanding as at the time of complaining, Mr T was still within the repayment term. It was due to end in February 2026. Up December 2025 the information given to us indicates that Mr T had had no issues with the repayment of Loan 2.

After Mr T had complained in November 2025, had received Savvy’s final response letter (FRL) and had referred it to the Financial Ombudsman, one of our investigators reviewed the complaint and did not think that it had done anything wrong. The complaint was not upheld. Mr T disagreed and said that Savvy ought to have known, or found out about, his gambling and not lent to him. The unresolved complaint was passed to me to decide.

## 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 T’s case. I’ve decided the credit was provided fairly and I explain in the following paragraphs.

I think the checks Savvy did before providing the credit for both Loans 1 and 2 were reasonable and proportionate given the loans it offered and what it knew about Mr T’s financial situation. It had verified his income in August 2024 and in February 2025 at around £1,949 a month after tax. This information was set out in the final response letter. Mr T has not challenged these figures, and I’ve used financial information provided by Mr T to see his weekly income and the figures used by Savvy seemed about right. My review suggests that – if anything – the income figure Savvy used was a little low.

Savvy has sent evidence listing the financial information Mr T supplied with his applications and these are set out in the FRL. I do not duplicate that here as both parties have that. For both loans Savvy spoke to Mr T and confirmed with him several elements of his work, personal and financial circumstances, before approving the loans. I have listened to those recorded calls.

Savvy's checks for Mr T's credit history were up to date. I have reviewed them. At Loan 1, Mr T had little open. At Loan 2 the picture was much the same. Mr T's credit records showed he had experienced some financial difficulties in the past as he had two defaulted accounts from 2019. One with a £0 balance and the other was a defaulted current account and he did have an outstanding balance. On both the recorded calls he was asked about this and said likely it had been settled.

Based on the information Savvy gathered and what it knew about Mr T's circumstances, there was nothing to suggest that Mr T was unable sustainably to repay what he was being lent. He had no issues with repaying his recent or existing credit. And although Mr T says that Savvy ought to have known more than it did, or ought to have found out more than Mr T had told it, this is not what the regulatory framework expects of a lender this early in a lending relationship. And the successful repayment of Loan 1 would have been a positive element Savvy would have factored in when he approached it again for Loan 2.

I appreciate that Mr T has told us of his gambling. But once we have determined that Savvy carried out checks that were proportionate and within the responsible lending regulatory framework, then we'd have no reason to say that we expected Savvy to have asked for more. My view is that Savvy did do more than most lenders by speaking to Mr T and confirming several elements of his working, personal and financial circumstances before approving the loans. There's no evidence that Mr T gave Savvy reason to think that he was gambling and he was afforded more than one opportunity to say so. On the recorded calls he was asked if he spent money on gambling or lottery and both times, he told Savvy 'No'. I don't think Savvy acted unfairly in any other way.

This means I don't think Savvy did anything wrong when it provided the loans to Mr T. 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 Savvy lent irresponsibly to Mr T 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.

### **My final decision**

My final decision is that I'm not upholding Mr T's complaint about Savvy. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 5 May 2026.

Rachael Williams  
**Ombudsman**