

## The complaint

Mr M complains that PROPEL HOLDINGS (UK) LIMITED trading as Quid Market (Quid Market) gave him loans without carrying out sufficient affordability checks.

## What happened

A summary of Mr M's borrowing can be found below.

loan number	loan amount	agreement date	repayment date	number of monthly instalments	highest repayment per loan
1	£300	26/10/2023	06/12/2023	3	£150.28
break in lending					
2	£1,500	01/10/2024	25/01/2025	6	£479.77

Following Mr M's complaint, Quid Market 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 M provided a detailed response as to why he didn't accept the Investigator's findings. I've summarised that below – but I want to reassure Mr M that I have read the response in full.

- At the time, Mr M was gambling and so Quid Market ought to have gathered and looked at his bank statements.
- Mr M has taken 30 payday loans over a two-year period.
- Quid Market failed to respond to signs of his vulnerability.
- Mr M was taking out loans to cover gambling losses and had bank statements been taken – than Quid Market – would've seen these.
- Mr M provided copy emails showing that he had repayment problems for loan 2.
- Mr M has provided a copy of a final response letter issued by another lender who has upheld his complaint about a loan taken at the same time as loan 1.
- A copy provisional decision has also been provided for another one of Mr M's cases where the Ombudsman partially upheld it.

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.

The bases for what I go on to discuss below is laid out in CONC 5.2A and Quid Market had to assess the lending to check if Mr M could afford to pay back the amounts he'd borrowed

without undue difficulty. It needed to do this in a way which was proportionate to the circumstances. Quid Market'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 M'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 Quid Market should have done more to establish that any lending was sustainable for Mr M. These factors include:

- Mr M 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 M 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 M 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 M. But Mr M took two loans in total with a large gap between them, so I don't think it had reached the point where Quid Market would've assumed the lending was unsustainable.

Quid Market was required to establish whether Mr M 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 M was able to repay his loan sustainably. But it doesn't automatically follow that this is the case.

Firstly, Mr M has provided a copy of a provisional decision against another payday lender – and that complaint has been partly upheld in Mr M's favour. He also provided a copy of a final response from another lender who had upheld a loan from around the time loan 1 was granted. So, I think the inference Mr M is drawing is that because these other complaints have been upheld for unaffordable lending that 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 M gave to Quid Market as well as the checks it conducted, what those checks showed as well as accounting for the break in the borrowing relationship.

These loans were also lent in separate chains due to the significant break in borrowing between loans 1 and 2. What this does mean, that both loans are considered the first loan of a new chain. Which does impact the proportionate nature of the checks, and I've considered that as part of my review into the complaint.

Having looked at the information provided by Quid Market it appears to have carried out the same sort of checks before it granted each loan and having looked at what it was told, I'm

satisfied these checks were proportionate and reasonable which showed the lending was affordable.

For each loan Quid Market asked Mr M about his income and expenditure details. Mr M declared he worked full time and received a monthly salary of £2,100 and £2,250. Quid Market says this income was electronically cross checked. No adjustments were made than it was content to rely on what Mr M had declared. For the first loans of new chains, I think this check was proportionate.

In terms of outgoings, Mr M declared these came to £690 per month for loan 1 and £750 for loan 2. However, Quid Market made checks into Mr M's outgoings, and it increased his outgoings for loan 1 only. Here, it increased Mr M's outgoings to £1,182 but even with the increased living costs the loans still appeared to be affordable.

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

What this means is there is no requirement for it to obtain certain pieces of information or data – this does mean that the information it received may not be as detailed as what Mr M may be able to see in his own credit report. But what Quid Market couldn't do is carry out a credit search and then not reach to the results it was given.

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

The credit checks for each loan showed that at the time Mr M didn't have defaulted accounts, insolvencies or County Court Judgements recorded against him. Indeed, there wasn't anything which would've have been of concern.

Mr M has provided a list of payday loans that he had taken out – but this wasn't reflected in the information Quid Market obtained as it only gathered information about active accounts – for loan 1 – it had no details of closed accounts.

For loan 2, while it knew that Mr M had previously used loan accounts at the start of 2024, this isn't enough to say that Quid Market ought to have refused loan 2, given the checks it showed the loan was affordable. Both credit reports didn't show the number of loans that Mr M has highlighted.

I'm also satisfied that Quid Market took on board the result of the credit checks when looking at what Mr M's monthly credit commitments were – which is something that I would've expected it to have done.

Looking at the credit report – while it perhaps was not as detailed as Mr M's own report or indeed the credit checks that other lenders may conduct, Quid Market – based on the caveats above were entitled to rely on what it was provided with which didn't indicate Mr M was or likely having financial difficulties at the time.

I'm sorry to hear that Mr M was gambling, and I do hope he's received the help and support that he needs. Mr M has provided copy bank statements as well as screen shots from his bank statements which does suggest he was spending a significant amount each month on gambling transactions. Mr M therefore says the loans ought to not have been granted because had Quid Market looked at the statements it wouldn't have lent.

But for me to be able to uphold the complaint for this reason, I would have to be satisfied that either Quid Market knew about the gambling or would've likely known about it by carrying out a proportionate check.

Based on the information I've seen, I'm satisfied Quid Market didn't know about Mr M's gambling, but I also don't think it had yet reached the point in the lending relationship where Quid Market needed to start verifying the information Mr M had provided.

As such, it wouldn't have asked for or received his bank statements and its only through the bank statements that the gambling would've likely been discovered. Taking account of the circumstances of the complaint, it would've been disproportionate for Quid Market to have gathered Mr M's bank statements.

Based on what Mr M has told us about his circumstances at the time, he was vulnerable, but that wasn't apparent in the information Quid Market gathered nor what it was told. Nor do I think that Quid Market ought to have inferred from what it saw that Mr M was vulnerable. As such, this doesn't change the outcome of the complaint.

Overall, for each loan Quid Market carried out a proportionate check which showed Mr M would likely be in a position to afford his repayments.

I've also considered whether the Quid Market 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 Quid Market lent irresponsibly to Mr M 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 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 14 April 2026.

Robert Walker  
**Ombudsman**