

## **The complaint**

Around June 2025, Fintern Ltd trading as Abound provided Ms D with a £10,000 loan. It had a 62-month term, and the monthly repayments were £301.63 with a final payment of £186.29. Ms D 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 Ms D's complaint.

I've decided the loan was provided fairly because:

- I think the checks Abound did before providing the loan were reasonable and proportionate given the loan amount offered and what they knew about Ms D's financial situation.
- I'm satisfied Abound verified Ms D's salaried and other income during their checks. They also took reasonable steps to determine Ms D's non-discretionary outgoings. And their credit checks didn't show any recent adverse information being reported, which suggested Ms D was managing her accounts well.
- Based on these checks I don't think that there was anything immediately obvious in the information that Abound had which meant they shouldn't rely on it. So, I don't think Abound needed to have asked Ms D to provide further evidence in support of her income and expenditure before providing her with a loan in this instance.
- I've noted what Ms D has said about being financially vulnerable, but I've not seen evidence of this from the checks Abound did. And I can't ask Abound to put right something that they weren't aware of.
- Based on the information Abound gathered and what they knew about Ms D's circumstances, there was nothing to suggest she was likely to be unable to sustainably repay what she was being lent. As the checks showed Ms D should have had sufficient disposable income to sustain the repayments.
- I don't think Abound acted unfairly in any other way.

This means I don't think Abound did anything wrong when they provided the loan to Ms D.

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 Abound lent irresponsibly to Ms D or otherwise treated her 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**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 13 April 2026.

Anne Scarr  
**Ombudsman**