

The complaint

Fintern Ltd, trading as Abound, provided Mrs K with a loan for £8,000 over 61 months in June 2024. The monthly repayments were £239.73. Mrs K 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 Mrs K's case.

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 stage in the lending relationship and what it knew about Mrs K's financial situation. It used open banking data to review her regular incomings and core expenditure. It carried out a credit check to understand her existing commitments and repayment history.
- Abound's checks showed Mrs K had monthly disposable income of £1,164 and so could afford to take on this loan. She had a very low level of existing debt of £1,211. This was well-managed and she had no arrears, defaults or CCJs on her credit file.
- Mrs K has challenged the inclusion of payments from her partner, but she received money every month, and Abound included the average transfer value over the previous six months. The relevant regulatory guidelines (CONC 5.2A.16G part 5) confirm incomings other than salary and wages can be included. I think it was reasonable for Abound to expect this income to continue to be available to Mrs K based on the results of its proportionate checks. These showed the payments were made each month on a consistent basis.
- Based on the information Abound gathered and what it knew about Mrs K's circumstances, there was nothing to suggest Mrs K was likely to be unable to sustainably repay what she was being lent.
- I don't think Abound acted unfairly in any other way.

This means I don't think Abound did anything wrong when it provided the loan to Mrs K.

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 Mrs K 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.

I know this isn't the outcome Mrs K hoped for. But for the reasons above, I'm not asking Abound to do anything to put things right.

My final decision

My final decision is that I'm not upholding Mrs K's complaint about Fintern Ltd, trading as Abound.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 14 April 2026.

Rebecca Connelley
Ombudsman