

The complaint

Loans 2 Go Limited trading as Loans 2 Go provided Mr M with a £2,000 loan in September 2023. Mr M says the credit was provided irresponsibly.

What happened

Mr M was provided with two loans by Loans 2 Go; the first loan was repaid by the second. Mr M's complaint raised with this service is about the second loan, provided in September 2023. 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.

Having considered everything, I'm not upholding Mr M's complaint. I'll explain my reasoning below:

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 M's case.

I've decided the credit was provided fairly because:

- I don't think the checks Loans 2 Go did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Mr M's financial situation. This was Mr M's second Loans 2 Go loan in six months, and his credit check showed he had previously struggled financially with two county court judgments recorded in 2018 and a defaulted account. The county court judgements were historic and had been satisfied and the default was also historic. Mr M's active accounts were being managed well but given his previous issues, I think it would have been reasonable to ask further questions to understand Mr M's income and expenses.
- If Loans 2 Go had done proportionate checks, I don't think it's likely these would have shown it was unfair to provide the credit to Mr M. While I do not think Loans 2 Go was required to request copies of Mr M's bank statements, I have used the information these contain to understand what further questions would likely have identified. Mr M's statements show his income for the months leading up to the loan supported his declared income of £3,100 and deducting his monthly outgoings including his existing credit costs and the repayments due on this loan would leave sufficient funds for any unforeseen costs.
- Based on the information Mr M has provided about his circumstances at the time, there was nothing to suggest Mr M was likely to be unable to sustainably repay what he was being lent.

- Mr M has noted his gambling, and I can see gambling transactions in his account statements. However, as noted above, I do not think the Loans 2 Go was required to request copies of Mr M's banks statements and it could have received further information through other sources. I have nothing to show that Mr M made Loans 2 Go aware of his gambling at the time of the loan application.
- I don't think Loans 2 Go acted unfairly in any other way.

This means I don't think Loans 2 Go did anything wrong when it provided the loan to Mr M.

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 Loans 2 Go lent irresponsibly to Mr M 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.

I know this isn't the outcome Mr M hoped for. But for the reasons above, I'm not asking Loans 2 Go to do anything to put things right.

My final decision

My final decision is that I'm not upholding this complaint about Loans 2 Go Limited trading as Loans 2 Go.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 May 2026.

Jane Archer
Ombudsman