

The complaint

Ms O complains that Fly Now Pay Later Limited is unfairly holding her liable to repay a loan.

What happened

Ms O is unhappy with a Fly Now Pay Later loan in her name. The loan was arranged to pay for flights that Ms O says she never booked, having only made enquiries with a third party travel company "T".

Fly Now Pay Later says its records indicate that Ms O took out the loan. It obtained email exchanges between T and Ms O's email address that supported a flight booking was made (and subsequently amended). Fly Now Pay Later disputes that it's acting unreasonably in expecting Ms O to repay the underlying loan.

Our investigator was satisfied with the circumstances in which the Fly Now Pay Later loan was taken out, and with the investigation it had carried out into the flight booking arrangements. She wasn't persuaded that the complaint should be upheld.

Ms O, assisted by her husband, didn't accept our investigator's conclusions. She said she didn't make use of the flights due to Covid-19, that she'd called to cancel the tickets and that while she'd started making payment towards the loan, she'd been unable to get a loan elsewhere to pay it off in full due to adverse payment information Fly Now Pay Later had recorded.

Our investigator didn't think there were grounds to require Fly Now Pay Later to remove the payment information from Ms O's credit file. And she didn't think the evidence demonstrated that Ms O had merely made an enquiry about flight booking. As Ms O hasn't accepted the investigator's assessment, the complaint has been passed to me for review.

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 done so, I'm not upholding Ms O's complaint. I'm satisfied that Fly Now Pay Later has investigated Ms O's concerns and provided her with a response that's fair and reasonable, in light of the evidence it obtained.

I appreciate what Ms O has said about whether she made the booking. Fly Now Pay Later looked into that, sought and obtained evidence from T that showed Ms O's name (and other family members) on the original booking for flights in August 2021. It took into account emails to T sent from Ms O's email address, which confirm the arrangements as acceptable. And it has provided a copy of the credit agreement bearing Ms O's personal information and detailing the credit terms. This includes provision for Fly Now Pay Later to record late or missed payment information on Ms O's credit file.

I've not seen persuasive evidence from Ms O to substantiate that she either cancelled the

flights or that T told her they'd been cancelled. Neither of these is consistent with Ms O's position that she didn't make a booking but merely an enquiry.

I can accept that Ms O might not have made use of the flights, but that doesn't mean she's entitled to a refund. It's clear that the booking was made, and that the flights took place, even if Ms O wasn't on them. She might want to contact the airline to see about its refund terms in this respect. But based on what I've seen, I can't fairly expect Fly Now Pay Later to take any further action to resolve the complaint.

My final decision

My final decision is that I don't uphold Ms O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O to accept or reject my decision before 7 November 2023.

Niall Taylor
Ombudsman