

## **Complaint**

Mr P complains that Oodle Financial Services Limited (trading as “Oodle” Car Finance) unfairly entered into a hire-purchase agreement with him.

He’s said that the monthly payments to this agreement were unaffordable and he wasn’t asked to provide bank statements or anything else to prove his creditworthiness.

## **Background**

In February 2019, Oodle provided Mr P with finance for a used car. The total cash price was £5,250.00. Mr P didn’t pay a deposit and entered into a hire-purchase agreement with Oodle for the entire amount of the purchase.

The loan had total interest, fees and charges of £1,281.40 (made up of interest of £1,181.40, a document fee of £50 and an option to purchase fee of £50) and a 60-month term. This meant that the total amount to be repaid of £6,531.40 was due to be repaid in a first monthly payment of £228.65, followed by 58 monthly instalments of £178.65 and then a final monthly payment of £178.65.

Mr P’s complaint was considered by one of our investigators. She didn’t think that Oodle had done anything wrong or treated Mr P unfairly. So she didn’t recommend that Mr P’s complaint should be upheld.

Mr P disagreed with our investigator and the complaint was passed to an ombudsman for a final decision.

## **My findings**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

We’ve explained how we handle complaints about irresponsible and unaffordable lending on our website. And I’ve used this approach to help me decide Mr P’s complaint.

Having carefully considered everything, I’m not upholding Mr P’s complaint. I’ll explain why in a little more detail.

Oodle needed to make sure that it didn’t lend irresponsibly. In practice, what this means is that Oodle needed to carry out proportionate checks to be able to understand whether any lending was sustainable for Mr P before providing it.

Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. Generally, we think it’s reasonable for a lender’s checks to be less thorough – in terms of how much information it gathers and what it does to verify that information – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower's income was low, the amount lent was high, or the information the lender had – such as a significantly impaired credit history – suggested the lender needed to know more about a prospective borrower's ability to repay.

Oodle says it agreed to this application after Mr P provided details of his employer as well as his annual income. It says it also carried out credit searches on Mr P which did show a settled defaulted account but no County Court Judgements ("CCJ") recorded against him. Furthermore, he had a low amount of active debt outstanding. And when reasonable repayments to the amounts owing, plus a reasonable amount for Mr P's living expenses were deducted from his monthly income the monthly payments were still affordable.

On the other hand, Mr P says the monthly payments were unaffordable.

I've thought about what Mr P and Oodle have said.

The first thing for me to say is that Oodle didn't simply accept Mr P's declarations at face value as it carried out credit checks. And given what Oodle saw on the credit check suggests that Mr P was managing his existing credit reasonably well and the relatively low monthly payment, it's arguable that it was reasonable for Oodle to rely on an estimate of Mr P's living costs, rather than finding out more about what they actually were. This is because there was nothing obvious which suggested that Mr P fell outside the profile of the average borrower.

Furthermore, and in any event, I think that it's unlikely Oodle carrying out further checks is would have made a difference here. I say this because the information Mr P has provided does appear to show that when his committed regular living expenses and existing credit commitments were deducted from the amount of his monthly income, he did have the funds, at the time at least, to sustainably make the repayments due under this agreement.

I know has referred to having a loan and using his overdraft. The first thing to say is that I can't see this loan on Oodle's credit check. So Oodle wouldn't have known about it. Secondly bearing in mind checking bank statements wasn't the only way for Oodle to have found out more about Mr P's actual living costs – it could have obtained copies of bills or other evidence of payment etc – I don't see how Oodle would have been aware of Mr P's overdraft usage.

Furthermore, I don't think that Mr P's overdraft usage means that he shouldn't have been lent to either. Indeed, if Mr P is unhappy at the fact that he was allowed to use in overdraft in the way that he did, then this is a matter he needs to take up with his bank rather than Oodle.

Overall and having carefully considered everything, while there is a strong argument for saying that Oodle's checks before entering into this hire purchase agreement did go far enough, I'm, in any event, satisfied that it carrying out further checks won't have stopped it from providing these funds, or entering into this agreement with Mr P.

In reaching this conclusion, I've also considered whether the lending relationship between Oodle and Mr P might have been unfair to Mr P under section 140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I don't think Oodle irresponsibly lent to Mr P or otherwise treated him unfairly in relation to this matter. And I haven't seen anything to suggest that section 140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here.

I appreciate that this will be disappointing for Mr P. But I hope he'll understand the reasons for my decision and at least consider that his concerns have been listened to.

### **My final decision**

My final decision is that I'm not upholding Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 September 2024.

Jeshen Narayanan  
**Ombudsman**