

## **Complaint**

Miss P complains that Oodle Financial Services Limited (trading as “Oodle” Car Finance) unfairly entered into a hire-purchase agreement with her. She’s said that it wasn’t thoroughly checked whether she could make the repayments to this agreement and the payments were unaffordable.

## **Background**

In July 2021, Oodle provided Miss P with finance for a used car. The purchase price of the vehicle was £8,317.00 and Miss P also purchased a warranty for £1,399.00 bring the total amount of the purchase to £9,716.00. Miss P paid a deposit of £300 and sought finance for the remaining amount she required. Oodle agreed to provide this finance via a 60-month hire-purchase agreement.

The loan had interest, fees and total charges of £2,924.60 (comprising of interest of £2,824.60 a document fee of £50 and an option to purchase fee of £50). This meant that the balance to be repaid of £12,340.60 was due to be repaid in a first monthly repayment of £254.01, followed by 58 monthly instalments of £204.01 and then a final instalment of £254.01.

In June 2024, Miss P complained to Oodle saying that the agreement was unaffordable and that it shouldn’t have entered into it with her. Oodle didn’t uphold Miss P’s complaint. It believed that the checks it carried out were proportionate and that they showed it was reasonable to lend to her. Miss P remained dissatisfied at this outcome and referred her complaint to our service.

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

Miss 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 Miss P’s complaint.

Having carefully considered everything, I’m not upholding Miss 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 Miss 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 Miss P provided details of her employer and her salary. It says it also carried out credit searches on Miss P which showed that she had some active credit. Nonetheless, it says that when reasonable payments based on the amount Miss P owed to existing creditors, plus estimates of her living expenses (based on statistical data) were deducted from what it believed her monthly income to be, the monthly payments were affordable.

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

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

I accept that Miss P didn't have any significant adverse information – such as defaults or county court judgments ("CCJ") - recorded against her. However, bearing in mind the amount of the advance and the monthly payments, I think that Oodle ought to have taken steps to cross check or verify Miss P's income rather than rely solely on her declaration. In the absence of Oodle taking any steps to cross check or verify Miss P's income, I've not been persuaded that the checks it carried out proportionate checks before lending in this instance.

That said, I don't think that Oodle carrying out further checks is more likely than not to have made a difference here. I say this because I'm satisfied that Oodle is still likely to have lent to Miss P even if it had found out more about her income and actual living expenses, rather than relying on declarations and statistical data.

I say this because the information Miss P has provided from the time does appear to show that when her discernible committed regular living expenses and the credit commitments Oodle is likely to have known about are deducted from the funds she received, she did have the funds, at the time at least, to sustainably make the repayments due under this agreement.

I've noted that Miss P has now carried out a line-by-line analysis of her bank statements and has reached the view that she didn't have enough left over to make the monthly repayments to this agreement. The first thing for me to say is that Miss P's analysis has been carried out with the use of bank statements and this includes all of her major expenditure. In these circumstances, I don't think that the amount Miss P has concluded she had left over means that it was unreasonable for Oodle to have lent to her.

I also have to keep in mind that Miss P's most recent submissions are being made in support of a claim for compensation and any explanations Miss P would have provided at the time are more likely to have been with a view to persuading Oodle to lend, rather than highlighting any unaffordability.

So I think it unlikely that Miss P would have volunteered that she was responsible for all of the household expenditure, had Oodle asked or found out more about her regular living

expenses. This is particularly as it is clear that she wasn't and she was receiving regular contributions from others in the household. I think it likely that Miss P is likely to have declared this if asked about the funds she received and what she was responsible for paying each month.

Bearing this in mind, I'm satisfied that the available information makes it appear, at least, as though proportionate checks would have shown that Miss P could make the monthly payments to this agreement in a sustainable manner. And in my view, it is unlikely – and less likely than not – that Oodle would have declined to lend if it had found out the further information that I think it needed to here.

In reaching my conclusions, I've also considered whether the lending relationship between Oodle and Miss P might have been unfair to Miss P under s140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I've not been persuaded that Oodle irresponsibly lent to Miss P or otherwise treated her unfairly in relation to this matter. And I haven't seen anything to suggest that s140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here.

Overall and having carefully considered everything, while I don't think that Oodle's checks before entering into this hire-purchase agreement with Miss P did go far enough, I'm not persuaded that reasonable and proportionate checks would have prevented Oodle from providing these funds, or entering into this agreement with her. I appreciate that this will be disappointing for Miss P. But I hope that she'll understand the reasons for my decision and she'll at least consider that her concerns have been listened to.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 13 June 2025.

Jeshen Narayanan  
**Ombudsman**