

Complaint

Mr T has complained about a loan Oakbrook Finance Limited (trading as “Likely Loans”) provided to him. He says he shouldn’t have been lent to as the loan was unaffordable and proportionate checks would have shown this to be the case.

Background

Likely Loans provided Mr T with a loan for £2,000.00 in December 2021. This loan was due to be repaid in 12 monthly instalments of £202.52. Mr T settled the loan early in June 2022. In July 2024, Mr T complained saying that this loan was unaffordable and so shouldn’t have been provided to him.

Likely Loans didn’t uphold Mr T’s complaint. It believed that it carried out proportionate checks and these showed that Mr T could afford this loan. Mr T remained dissatisfied and referred his complaint to our service.

One of our investigators reviewed what Mr T and Likely Loans had told us. And he didn’t recommend that Mr T’s complaint be upheld. Mr T disagreed and asked for an ombudsman to look at his complaint.

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 unaffordable and irresponsible lending on our website. And I’ve used this approach to help me decide Mr T’s complaint.

Having carefully thought about everything, I’ve decided not to uphold Mr T’s complaint. I’ll explain why in a little more detail.

Likely Loans needed to make sure that it didn’t lend irresponsibly. In practice, what this means is Likely Loans needed to carry out proportionate checks to be able to understand whether Mr T could afford to repay before providing this loan.

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 it – 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 or the amount lent was high. And the longer the lending relationship goes on, the greater the risk of it becoming unsustainable and the borrower experiencing financial difficulty. So we’d expect a lender to be able to show that it didn’t continue to lend to a customer irresponsibly.

Likely Loans says it agreed to Mr T’s application after he provided details of his monthly income and some information on his expenditure. It says it cross-checked this against

information on a credit search it carried out and this showed Mr T could afford to make the repayments he was committing to. On the other hand, Mr T has said he was in financial difficulty.

I've carefully thought about what Mr T and Likely Loans have said.

The first thing for me to say is that Likely Loans didn't just simply accept what Mr T had told it. It did carry out credit searches, as Mr T says it should have done, which showed that he didn't have any recent significant adverse information recorded against him such as defaults or County Court Judgments ("CCJ") recorded against him. Furthermore, Mr T had little in the way of active outstanding debt too.

I accept that Mr T appears to be suggesting that his actual circumstances may not have been fully reflected either in the information he provided, or the information Likely Loans obtained. I know that Mr T has said that he had significant debts with multiple lenders. But I can't see anything to indicate that Likely Loans was aware, or even that it ought to have been aware of this, given what its searches showed.

Equally it's only fair and reasonable for me to uphold a complaint in circumstances where a lender did something wrong. In Mr T's case, Likely Loans' checks didn't appear to indicate that Mr T might have been struggling and most importantly they did not suggest that £2,000.00 was a large amount for Mr T. It's also worth noting that there is no expectation upon lenders to carry out the sorts of checks that Mr T is now insisting should have been carried out.

For the sake of completeness, I should add that at best, even if I were to accept that further checks were necessary, which I'm not necessarily persuaded is the case here, any such checks would only have gone as far as finding out more about Mr T's regular living costs. And I've not anything to indicate that Likely Loans obtaining further information on Mr T's actual living costs would have seen it make a different lending decision in this instance.

I also think that it's worth noting that Mr T not only made all of his payments when they fell due for the period he had the loan, he also settled it early. While I accept that this isn't in itself determinative nonetheless it's fair to say that Mr T's repayment record does tend to support the fact that the loan was affordable for him.

In reaching this conclusion I've also considered whether the lending relationship between Likely Loans and Mr T might have been unfair to Mr T under section 140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I don't think Likely Loans irresponsibly lent to Mr T 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.

As this is the case, I don't think that Likely Loans did anything wrong when deciding to lend to Mr T - it carried out proportionate checks and reasonably relied on what it found out which suggested the repayments were affordable.

I appreciate this will be very disappointing for Mr T. But I hope he'll understand the reasons for my decision and that he'll at least feel his concerns have been listened to.

My final decision

For the reasons I've explained, I'm not upholding Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 9 May 2025.

Jeshen Narayanan
Ombudsman