

## **The complaint**

Mr W complains through a third-party representative about Tandem Home Loans Ltd trading as Oplo's decision to lend. Mr W says the loan shouldn't have been granted to him.

## **What happened**

Oplo lent Mr W one loan in February 2019, the loan was for £5,000 to be repaid in 24 monthly instalments of around £258. Mr W requested the loan for a new kitchen and repaid the loan in 2019.

Mr W complained to Oplo about this loan, but it didn't uphold his complaint, so he referred it to the Financial Ombudsman Service where it was looked at by one of our investigators, our investigator didn't think Oplo was wrong to lend this loan.

Mr W's representative on his behalf disagreed and asked for an ombudsman to review the complaint. I note Mr W's representative has made reference to a second loan, I want to confirm that this second loan is being dealt with under a different reference and so I will only be deciding on the personal loan in this 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.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've also taken into account the law, any relevant regulatory rules and good industry practice at the time the loans were offered.

Before lending money to a consumer, a lender should take proportionate steps to understand whether the consumer could repay without borrowing further or suffering significant adverse consequences.

A lender should gather enough information for it to be able to make an informed decision on the lending. Although the guidance and rules themselves didn't set out compulsory checks, they did list a number of things a lender could take into account before agreeing to lend.

The key thing was that any checks needed to be proportionate and had to take into account a number of different things, including things such as how much was being lent and when what was being borrowed was due to be repaid. A lender should also take into account and react appropriately to what it knew about the consumer at the time it made its lending decision.

Oplo has shown that it asked Mr W about his monthly income and living expenses, Mr W declared his income as £3,500. Oplo verified this through credit reference agencies and it has provided the results which show a high confidence in that amount. Oplo worked out Mr W's living costs as £578 and its search into his credit file didn't show any adverse information like defaults or County Court Judgements (CCJs). All Mr W's credit payments appeared up to date.

The credit file showed Mr W's credit commitments were around £1,196, taking this together with his living costs and his income he was left with sufficient disposable income to afford his repayments when they fell due and without detriment to his financial situation.

I think Oplo did enough before agreeing to lend this loan and its checks showed Mr W could afford what he was borrowing so I don't think Oplo was wrong to lend this loan.

*Has Oplo acted unreasonably in some other way?*

I've also considered whether Oplo acted unfairly or unreasonably in some other way, including whether its relationship with Mr W might have been viewed as unfair by a court under s.140A Consumer Credit Act 1974.

However, for the reasons I've already given, I don't think Oplo lent irresponsibly to Mr W or otherwise treated him unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

**My final decision**

For the reasons given above, I do not uphold Mr W's complaint about Tandem Home Loans Ltd trading as Oplo.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 12 January 2026.

Oyetola Oduola  
**Ombudsman**