

The complaint

Mallard Leasing Limited trading as Mallard Vehicle Finance (MVF) provided Mrs K with a car finance agreement in April 2018. Mrs K borrowed £11,000 and agreed to repay this at £299.58 a month over 59 months. Mrs K says the credit was provided irresponsibly.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. MVF has consented to this service looking into the complaint and the facts aren't in dispute, so I'll focus on giving the reasons for my 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.

Having considered everything, I'm not upholding Mrs K's complaint. I'll explain my reasoning below:

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Mrs K's case.

I've decided the credit was provided fairly because:

- I don't think the checks MVF did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Mrs K's financial situation.
- Mrs K declared that she had an income of £17,000 a year from employment and a further £2,500 a month from a rental property. MVF asked Mrs K for evidence to verify both sources of income. Whilst the £17,000 annual income was successfully verified, I don't think the evidence Mrs K provided in relation to the rental income was sufficient. I say this because the rental agreement was a draft agreement from 2014, it was in a company name (not Mrs K), and that company had been dissolved prior to this application.
- I think MVF should have made further enquiries to establish Mrs K's income. So, to try and determine what it would likely have found had it done this we asked Mrs K for her bank statements.
- Mrs K has been unable to provide any information about her circumstances at the time of the lending, so I don't have enough evidence to fairly say it's likely she would be unable to sustainably repay what she was being lent.
- I can see that due to Covid-19 Mrs K had some payment issues and MVF agreed a suitable repayment plan which is in line with what I would expect to see. So, I don't

think MVF acted unfairly in any other way.

This means I don't think MVF did anything wrong when it provided the motor finance agreement to Mrs K.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think MVF lent irresponsibly to Mrs K or otherwise treated her unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Mrs K hoped for. But for the reasons above, I'm not asking MVF to do anything to put things right.

My final decision

My final decision is that I'm not upholding this complaint about Mallard Leasing Limited trading as Mallard Vehicle Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 9 January 2026.

Charlotte Roberts
Ombudsman