

The complaint

Oodle Financial Services Limited trading as Oodle Car Finance ('Oodle') provided Mr J with a hire purchase agreement in 2022. Mr J borrowed about £16,250 and he was due to make repayments of about £460 a month for a period of 60 months. The total he would repay was about £27,600. Mr J 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. 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 Mr J'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 Mr J's case.

I've decided the credit was provided fairly because:

- I don't think the checks Oodle did before providing the credit were reasonable and proportionate given the amount of credit it offered and what it knew about Mr J's financial situation. Most importantly, Oodle knew he had defaulted on some other credit. The most recent of these was about a year ago, but the amounts were still outstanding. It also knew that his employment may not be permanent and it didn't look at Mr J's expenditure in any detail.
- Oodle did look at one of Mr J's payslips before it lent and this showed he earned over £1,000 a week. Mr J said this employment only lasted for a short period, and after this he went on to start a business which unfortunately failed. He's provided some evidence to support this. But it does remain that at the time the finance was agreed Mr J was employed and his income was verified in the form of a payslip. I don't think it would be fair for Oodle to have looked in more detail at his employment and income situation.
- Oodle should have investigated Mr J's expenditure in more detail. But he has only been able to provide limited information about his circumstances at the time. He has provided some bank statements, but they don't really give a clear picture of what any of his expenditures would be. And they also show some significant payments from his business which doesn't support what he said about this business not being a source of income.
- But overall, I think it's reasonable to say I don't have enough evidence to fairly decide

that a proportionate check would have shown that Mr J was likely to be unable to sustainably repay what he was being lent.

- I don't think Oodle acted unfairly in any other way.

This means I don't think Oodle did anything wrong when it provided the car finance agreement to Mr J.

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 Oodle lent irresponsibly to Mr J or otherwise treated him 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 Mr J hoped for. But for the reasons above, I'm not asking Oodle to do anything to put things right.

My final decision

My final decision is that I'm not upholding this complaint about Oodle.

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

Andy Burlinson
Ombudsman