DRN-4118783

## The complaint

Miss H, who is represented by a third party, complains that Moneybarn No. 1 Limited ("Moneybarn") irresponsibly granted her a conditional sale agreement ("agreement") she couldn't afford to repay.

## What happened

In September 2017 Miss H acquired a used car financed by an agreement from Moneybarn.

Under the terms of the agreement, everything else being equal, Miss H undertook to make 59 monthly repayments of £236.82. The total repayable under the agreement was £13,972.38 at an APR of 37.2%.

Miss H says that Moneybarn didn't complete adequate affordability checks. She says if it had, it would have seen the agreement wasn't affordable. Moneybarn didn't agree. It said that it carried out a thorough affordability assessment before approving the finance.

One of our investigator's looked into Miss H's complaint and concluded it shouldn't be upheld. He said that as Miss H hadn't provided a copy of her credit file in a viewable format and copies of all her accounts for the period three months prior to September 2017 for him to be able to establish what proportionate checks on the part of Moneybarn might have 'uncovered' he couldn't reasonably conclude it did anything wrong in approving the finance.

Miss H didn't agree and so her complaint has been passed to me for review and 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.

Moneybarn and Miss H's appointed representative will be familiar with all the rules, regulations and good industry practice we consider when looking at a complaint concerning unaffordable and irresponsible lending. So, I don't consider it necessary to set all of this out in this decision. Information about our approach to these complaints is set out on our website.

For reasons I'm satisfied I don't need to explain – in part because of what I go on to say below – I don't think Moneybarn carried out proportionate checks. But, without further information, I can't say that further checks by Moneybarn would, or should, have caused it to decline Miss H's application.

Our investigator asked Miss H to supply a copy of her credit file in a viewable format and copies of all her accounts for the period three months prior to September 2017 so he could try and establish what further (and proportionate) checks by Moneybarn might have 'uncovered' about her income, expenditure and her circumstances more generally.

Unfortunately, Miss H hasn't provided this information. And without it I can't reasonably conclude that further (and proportionate) checks on the part of Moneybarn would have shown the finance to be unaffordable.

I understand this will be disappointing for Miss H. But without evidence that the finance was unaffordable at the time it was provided, and that had Moneybarn carried out further (and proportionate) checks it would, or should, have realised this, I'm unable to uphold this complaint.

## My final decision

My final decision is that I don't have enough information to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 21 June 2023.

Peter Cook
**Ombudsman**