

Complaint

Mr J complains that Moneybarn No. 1 Limited (“Moneybarn”) unfairly entered into a conditional sale agreement with him.

He’s said that the monthly payments to this agreement were unaffordable.

Background

In May 2018, Moneybarn provided Mr J with finance for a used van. The purchase price of the vehicle was £14,650.00. Mr J paid a deposit of £643 and took out a conditional sale agreement with Moneybarn for the remaining £14,016.00. The loan had interest and charges of £10,351.00 and a 60 month term. This meant that the total amount to be repaid of £25,001.00 was due to be repaid in 59 monthly instalments of £413.00.

Mr J complained that the agreement was unaffordable and so should never have been provided to him. Moneybarn didn’t uphold the complaint. It said that its checks confirmed that the finance was affordable and so it was reasonable to lend.

Mr J’s complaint was considered by one of our investigators. She didn’t think that Moneybarn had done anything wrong or treated Mr J unfairly. So she didn’t recommend that Mr J’s complaint should be upheld.

Mr J disagreed with our investigator and the complaint was passed to an ombudsman for a final decision.

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 irresponsible and unaffordable lending on our website. And I’ve used this approach to help me decide Mr J’s complaint.

Having carefully thought about everything I’ve been provided with, I’m not upholding Mr J’s complaint. I’d like to explain why in a little more detail.

Moneybarn needed to make sure that it didn’t lend irresponsibly. In practice, what this means is that Moneybarn needed to carry out proportionate checks to be able to understand whether any lending was sustainable for Mr J before providing it.

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 that information – 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, the amount lent was high, or the information the lender had – such as a significantly impaired

credit history – suggested the lender needed to know more about a prospective borrower's ability to repay.

Moneybarn says it agreed to this application after Mr J provided details of his monthly income. It says it also carried out credit searches on Mr J which had shown Mr J had a default but no county court judgments ("CCJ") taken out against him. It also requested copies of bank statements from Mr J. And when the amount owing plus a reasonable amount for Mr J's living expenses were deducted from his monthly income the monthly payments for this agreement were still affordable.

On the other hand, Mr J says his existing commitments meant that these payments were unaffordable and there was no way he was going to be able to maintain them.

I've thought about what Mr J and Moneybarn have said.

The first thing for me to say is that Moneybarn gathered a significant amount of information from Mr J and didn't simply rely on what he said about his income and expenditure. And having looked at the information gathered, I don't think that there was anything in it that would indicate Mr J wasn't in a position to make the payments he was committing to.

I say this because the information provided appears to show that when Mr J's regular living expenses and existing credit commitments were deducted from his monthly income, he did have the funds, at the time at least, to sustainably make the repayments due under this agreement. I appreciate that Mr J may have been using an overdraft at the time. But it's clear that most of what was going out of his account was discretionary expenditure. So I don't think that Moneybarn ought to have realised that Mr J might have been unable to sustainably make the payments to this agreement because he was trapped in a cycle of unsustainable overdraft usage.

I accept it's possible that Mr J's actual circumstances at the time might have been worse than what the information he provided showed. But the key here is that it's only fair and reasonable for me to uphold a complaint in circumstances where a lender did something wrong. And I don't think that Moneybarn could possibly be expected to have known that the payments to this agreement were unaffordable, bearing in mind that the information provided doesn't clearly show that this is the case.

So overall and having carefully considered everything, I'm satisfied that Moneybarn carried out reasonable and proportionate checks and there wasn't anything in the information gathered that ought reasonably to have stopped Moneybarn from providing these funds, or entering into this agreement with Mr J.

As this is the case, I don't think that Moneybarn acted unfairly or unreasonably towards Mr J. So I'm not upholding this complaint. I appreciate that this will be disappointing for Mr J. But I hope he'll understand the reasons for my decision and at least consider that his concerns have been listened to.

My final decision

My final decision is that I'm not upholding Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 18 October 2023.

Jeshen Narayanan

Ombudsman