

## **Complaint**

Mrs W complains that Advantage Finance Ltd (“Advantage Finance”) unfairly entered into a hire-purchase agreement with her. She’s effectively said that the payments to the agreement were unaffordable and so it shouldn’t have been provided to her.

## **Background**

In October 2020, Advantage Finance provided Mrs W with finance for a used car. The cash price of the vehicle was £10,295.00. Mrs W paid a deposit of £295 and applied for finance to cover the remaining £10,000.00. The loan had interest, fees and total charges of £9,150.40 (comprising of interest of £8,625.40, an acceptance fee of £325 and an option to purchase fee of £200), and the total amount to be repaid of £19,150.40 was due to be repaid in 59 monthly instalments of £315.84 and one final payment of £515.84.

Mrs W also entered into a separate hire-purchase agreement with Advantage Finance in July 2022. But she’s confirmed that she’s not complaining to us about that agreement. So this decision is focusing solely on whether Advantage Finance acted fairly and reasonably when providing her with finance in October 2020.

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

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

Advantage Finance needed to make sure that it didn’t lend irresponsibly. In practice, what this means is that Advantage Finance needed to carry out proportionate checks to be able to understand whether Mrs W could make her payments in a sustainable manner before agreeing to lend to her. And if the checks Advantage Finance carried out weren’t sufficient, I then need to consider what reasonable and proportionate checks are likely to have shown.

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.

Advantage Finance says it agreed to this application after it completed an income and expenditure assessment on Mrs W. During this assessment, Mrs W provided details of her monthly income and payslips to verify what she'd declared.

Advantage Finance says it also carried out credit searches on Mrs W which showed some previous adverse credit information and outstanding balances. But when the amount Mrs W already owed plus a reasonable amount for Mrs W's living expenses, based on statistical data, were deducted from her monthly income the monthly payments were still affordable. On the other hand, Mrs W says she was already struggling at the time and that these payments were unaffordable.

I've thought about what Mrs W and Advantage Finance have said.

The first thing for me to say is that unlike our investigator, I don't think that the checks Advantage Finance carried out did go far enough. Advantage Finance's searches showed that Mrs W had had previous difficulties with credit. In my view, Advantage Finance needed to take further steps to verify Mrs W's actual living costs, given what the credit search showed in order for its checks to have been proportionate.

As Advantage Finance didn't carry out sufficient checks, I've gone on to decide what I think Advantage Finance is more likely than not to have seen had it obtained further information from Mrs W. Bearing in mind, the length of time of the agreement and the amount of the monthly payment, I would have expected Advantage Finance to have had a reasonable understanding about Mrs W's regular living expenses as well as her income and existing credit commitments.

I've considered the information Mrs W has provided us with. And having done so, this information does appear to show that when Mrs W's committed regular living expenses and existing credit commitments are deducted from her monthly income at the time, she did have the funds, at the time at least, to sustainably make the repayments due under this agreement.

I appreciate that Mrs W's position may have been worse than this. For example, I can see what she's said about her husband not working and being in mortgage arrears at the time. I'm sorry to hear that Mrs W found it difficult to make her payments. Although it isn't immediately clear to me how Mrs W ended up trading her vehicle in for an agreement with higher monthly payments, which she's confirmed she's not complaining about.

In any event, the information provided suggests that Mrs W was paying increased amounts to her mortgage. It's possible that this was to make up arrears. But even with these higher payments it looks like Mrs W could have made the required payments for this agreement even with these increased payments.

Furthermore, I don't think that Advantage Finance knew about any arrears or the fact that Mrs W's husband wasn't working. And based on what the information Mrs W has provided us with, from the time shows, I don't think that this would in any event have made a difference.

So overall and having carefully considered everything, while I don't think that Advantage Finance's checks before entering into this hire-purchase agreement with Mrs W did go far

enough, I'm satisfied that carrying out reasonable and proportionate checks won't have prevented Advantage Finance from providing these funds, or entering into this agreement with her.

I'm therefore satisfied that Advantage Finance didn't act unfairly towards Mrs W when it agreed to provide the funds and I'm not upholding Mrs W's complaint. I appreciate that this will be very disappointing for Mrs W. But I hope she'll understand the reasons for my decision and that she'll at least feel her concerns have been listened to.

### **My final decision**

My final decision is that I'm not upholding Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 19 April 2024.

Jeshen Narayanan  
**Ombudsman**