

Complaint

Mr E complains that Moneybarn No.1 Limited (“Moneybarn”) unfairly entered into a conditional sale agreement with him. He’s said that the finance that was unaffordable.

Background

In August 2018, Moneybarn provided Mr E with finance for a used car. The purchase price of the vehicle was £7,080.00. Mr E paid a deposit of £200 and entered into a 60-month conditional sale agreement with Moneybarn for the remaining £6,880.00 he needed to complete the purchase. The loan had interest, fees and total charges of £6,843.99 and the balance to be repaid of £13,723.99 (which does not include Mr E’s deposit) was due to be repaid in 59 monthly instalments of £232.61.

In May 2024, Mr E complained to Moneybarn saying that it shouldn’t have entered into this conditional sale agreement with him. He said that Moneybarn ought to have realised that the monthly payments were unaffordable for him. Mr E also complained that Moneybarn unfairly failed to disclose the commission it paid to the credit broker that arranged his agreement.

Moneybarn didn’t uphold either part of Mr E’s complaint. Mr E remained dissatisfied at matters and referred his complaint to our service. We’ve explained that we’re considering Mr E’s commission complaint separately and so far we’ve only looked at whether Moneybarn acted fairly and reasonably in agreeing to lend to Mr E.

Mr E’s complaint was considered by one of our investigators. She reached the conclusion that Moneybarn hadn’t done anything wrong or treated Mr E unfairly. So she didn’t recommend that Mr E’s complaint should be upheld.

Mr E 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 E’s complaint.

Having carefully thought about everything I’ve been provided with, I’m not upholding Mr E’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 E 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 E provided details of his monthly income which it verified with copies of payslips and some information on his expenditure. It says it also carried out credit searches on Mr E which showed that he didn't have any adverse information such as defaulted accounts or county court judgments ("CCJ") recorded against him.

Furthermore, in Moneybarn's view, when reasonable repayments to the credit commitments Mr E already had are combined with estimates of his living costs and then deducted from his income, he had enough left over to be able to make the monthly repayments to this agreement. On the other hand, Mr E 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 E and Moneybarn have said.

The first thing for me to say is that bearing in mind the adverse information Moneybarn saw on the credit checks, I don't think that the checks Moneybarn carried out did go far enough. I don't think it was reasonable to rely on an estimate of Mr E's living costs given the cost of the credit, the length of the term and the monthly repayments.

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

However, the information Mr E has provided does not appear to show that the estimates Moneybarn used were wildly out of kilter with his actual position, or that using Mr E's actual regular living expenses would have shown that he did not have the funds to sustainably make the repayments due under this agreement. So the available evidence suggests to me that Moneybarn is unlikely to have a different decision on lending, even if it had carried out further checks.

I note that Mr E has now carried out a line-by-line analysis of his bank statements and in his view he didn't have enough left over once the monthly payments to this agreement was deducted from his disposable income. The first thing for me to say is that Mr E's analysis has been carried out with the use of bank statements and this includes all of his expenditure.

I also have to keep in mind that Mr E's most recent submissions are being made in support of a claim for compensation and any explanations Mr E would have provided at the time are more likely to have been with a view to persuading Moneybarn to lend, rather than highlighting any unaffordability. So I think it unlikely that Mr E would have volunteered that he had the level of expenditure he's now referring to, particularly as Moneybarn wasn't required to request bank statements from him in the first place.

Mr E has also provided a copy of a decision from our database of final decisions as evidence that this complaint should be upheld. However, while there are cases which are upheld there

are also many other examples of cases which have not been upheld too. And each case is considered individually and on its own facts.

Most importantly of all, I think it's worth highlighting that in the decision Mr E has provided the consumer had previously had significant adverse information in the form of defaults and CCJs recorded against him. This is likely to have affected what proportionate checks are likely to have shown and that the payments were unaffordable in that case, whereas I'm not persuaded that that is the case in this instance.

As this is the case, while I'm not required to replicate the outcomes reached on other cases, nonetheless I don't consider that my answer here is incompatible or inconsistent with the one Mr E has referred to, notwithstanding the differing outcomes.

Overall and having carefully considered everything, while I don't think that Moneybarn's checks before entering into this conditional sale agreement with Mr E did go far enough, I'm satisfied that carrying out reasonable and proportionate checks won't have stopped Moneybarn from providing these funds, or entering into this agreement with Mr E. So I'm satisfied that Moneybarn didn't act unfairly towards Mr E when it agreed to provide the funds.

In reaching my conclusions, I've also considered whether the lending relationship between Moneybarn and Mr E might have been unfair to Mr E under section 140A of the Consumer Credit Act 1974 ("CCA").

However, for the reasons I've explained, I don't think Moneybarn irresponsibly lent to Mr E or otherwise treated him unfairly in relation to this matter. And I haven't seen anything to suggest that section 140A CCA or anything else would, given the facts of this complaint, lead to a different outcome here. So I'm not upholding this complaint.

I appreciate that this will be very disappointing for Mr E. But I hope he'll understand the reasons for my decision and that he'll at least feel his concerns have been listened to.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 14 July 2025.

Jeshen Narayanan
Ombudsman