

The complaint

Mr D complains that RCI Financial Services Limited, trading as Nissan Finance, didn't support him when he asked for help managing his repayments due to a change in circumstances. He says this resulted in the lending being unaffordable for him.

What happened

RCI entered into a hire agreement with Mr D in February 2022 for a vehicle. The agreement term was 24 months and Mr D was required to make monthly repayments of £316.49.

In summary, Mr D says he reached out to relevant parties in 2023 when he had a change in his personal circumstances and was no longer able to work. He said he didn't receive any help when he asked for it and as a result, ended up using Universal Credit to make repayments.

RCI reviewed the complaint and interpreted it as being about its decision to enter into the agreement. In summary, it said it carried out appropriate checks before lending which demonstrated the credit would be affordable for Mr D. It said this was supported by the fact that Mr D maintained repayments successfully under the agreement.

Mr D remained unhappy and brought his complaint to this service. He also pointed out that RCI hadn't addressed his complaint. An Investigator here ultimately reviewed matters and didn't recommend the complaint be upheld. He suggested Mr D might have some recourse against the intermediary involved with the sale, which would need to be addressed separately. However, he said he couldn't hold the lender responsible for the actions of the intermediary.

Mr D disagreed with the Investigator's opinion and requested an Ombudsman's decision. I contacted Mr D informally to try and resolve matters, however Mr D disagreed with my thoughts. This Service gave Mr D some time to provide any further submissions, however that deadline has since elapsed, and no further submissions have been received. So, the case has been passed to me to issue a final decision based on the information available to me.

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.

In reviewing matters, I'll be focusing on the crux of the complaint that RCI had the opportunity to review and was subsequently brought to this service – namely that Mr D says he wasn't provided with support when he explained he was experiencing financial difficulties. I won't be addressing any other points raised in later correspondence with this service, as RCI hasn't had the opportunity to address these first, in line with the relevant rules that this service is bound by. Therefore, any additional concerns about RCI will need to be raised with it in the first instance.

Mr D is unhappy because he says he made the relevant parties aware that he was dealing with difficult circumstances in 2023, however he wasn't provided with any support. It's important I explain that this complaint has been made against the finance provider, RCI, and so I'll be considering whether I think RCI acted fairly and reasonably in the circumstances. I understand Mr D had conversations with the intermediary involved here. However, the crux of Mr D's complaint is about what happened after the introduction between the parties. I've not seen evidence to persuade me that the intermediary was acting on behalf of RCI for activities that occurred after the agreement was entered into. So, I'll be thinking about whether RCI treated Mr D fairly.

Having carefully reviewed all the information provided by both parties, I'm persuaded that the conversations Mr D had about matters in 2023 were more likely to have been with the intermediary involved with the agreement, rather than RCI. I say this because email correspondence Mr D has sent this service suggests this was the case, and RCI says it received no contact from Mr D about matters until 2024.

The contact notes RCI provided show it received contact in 2023 with a request for a termination quote. RCI says this was contact from the intermediary, and not Mr D, and I think that's likely to be the case. I say this because there is evidence of an email on the same day from the intermediary to RCI requesting a termination quote, and an email response from RCI with a timestamp that matches the one on its system notes. So, on balance, I'm satisfied that the contact RCI received in 2023 was from the intermediary, and not Mr D.

I've next thought about whether RCI should have taken any further action upon receipt of the email from the intermediary. Having reviewed the email in question, it doesn't outline that the termination quote was requested because of financial difficulties, or a change in circumstances. It simply asks for a termination quote. With that in mind, I can't reasonably conclude that RCI ought to have been on notice that Mr D was having difficulties with his payments. I say this especially considering that Mr D had made all required payments under the agreement and continued to do so until the end of the term. And, importantly, there are several reasons why a termination quote could have been requested.

RCI's notes suggest that the earliest contact it received explaining that Mr D had been experiencing financial difficulties was in early 2024. However, whilst that contact did outline the difficult circumstances Mr D had been dealing with, this was received by RCI around the time the agreement was coming to an end. So, by the time RCI realised the difficulties Mr D had been facing, it was long after the issues Mr D says he faced the previous year and, importantly, his agreement was soon due to end.

I've considered that Mr D says he made RCI, or trading names of RCI, aware of matters sooner. However, all the information provided persuades me that the conversations held in 2023 were with the intermediary and not RCI – and I can't see that the intermediary let RCI know Mr D was experiencing financial difficulties. I think RCI was only aware of Mr D's financial difficulties in early 2024. And, by the time it had recognised the issues Mr D says he was facing, it was after it could provide any meaningful support to Mr D because the agreement was soon coming to an end.

I note Mr D said he didn't receive paperwork outlining who the finance provider was, nor did he understand the options available to him at the time he requested the termination quote in 2023. However, RCI has provided a copy of the agreement which outlines who the finance provider is and important information about the agreement. Mr D signed this agreement, and so I think he was provided with important information and, crucially, who the finance provider was should he need to get in touch with it.

Therefore, having considered all the available information, I don't find that RCI has treated Mr D unfairly or unreasonably here. It follows that I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 July 2025.

Hana Yousef
Ombudsman