

## **The complaint**

Miss S complains that Propensio Finance Limited (“Propensio”) didn’t make her aware that a purchase she was making wasn’t on Buy Now Pay Later terms.

## **What happened**

In 2024, Miss S agreed to purchase a front door from a supplier I’ll call “V”. She says she applied for a Buy Now Pay Later (“BNPL”) plan and was under the impression she was applying for finance with an interest free period. V then arranged for Miss S to take out a fixed sum loan agreement with Propensio to pay for the door.

Miss S then discovered the loan agreement didn’t include an interest-free period, and that interest was being applied from the outset.

Miss S complained to Propensio. She said it wasn’t made clear to her that interest would be charged from the beginning of the finance agreement and she wasn’t fully informed of the terms of the financial arrangement as a result.

Propensio didn’t uphold Miss S’s complaint. They said they’d advised her of all key information about the finance agreement, including the interest, prior to the agreement being activated.

Miss S referred her complaint to our service. Our investigator didn’t recommend that the complaint should be upheld. Miss S didn’t agree and so her complaint has been passed to me to decide.

## **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.

I’ve looked at a copy of the loan agreement that Miss S had with Propensio. This shows that interest was applicable to the loan from the start of the agreement.

However, Miss S says she applied for a BNPL plan and was under the impression this had been arranged for her by V.

I’ve not seen any evidence that Propensio said to Miss S the agreement would be on BNPL terms, or that they said or did anything to give her that impression. So, it seems the issue may have been with V, rather than Propensio.

Under Section 56 of the Consumer Credit Act 1974, any negotiations between the borrower and the supplier are deemed to have been conducted by the supplier as an agent of the credit provider. Essentially then, Propensio can be held responsible for anything said or done (or not said or done) by V prior to Miss S entering into the finance agreement.

It’s quite possible V led Miss S to believe she would be getting finance on BNPL terms. However, I’ve seen a copy of an e-mail Propensio sent to Miss S on 10 April 2024 which set

out some key details of the proposed finance agreement and made no mention of a BNPL period. That e-mail explained that Miss S should review the details it had set out as the rates Miss S had been quoted up to then might have changed. I've also seen a copy of the pre-contract credit information that was provided to Miss S, prior to the agreement being set in place. That doesn't make any mention of BNPL either. I think at that point Miss S perhaps could have noticed there was no information about BNPL and could have questioned that.

Overall, I think Miss S had enough information to realise that BNPL terms weren't being offered even if there had been some discussion of this beforehand. And Miss S had the option to either question this or agree not to proceed.

So, for the reasons I've set out above, I don't think Propensio did anything wrong or that it would be fair to hold them liable for BNPL terms not being put in place.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 23 October 2025.

Daniel Picken  
**Ombudsman**