

## **The complaint**

Mr W is unhappy he was unable to obtain the Annual Percentage Rate (APR), advertised by Clear Score Technology Limited trading as Clear Score, when applying for finance for a car.

## **What happened**

Mr W used Clear Score to search finance options for a car he wanted to purchase. After providing the details of the car, Mr W chose a finance offer with a company I'll refer to as "M". Mr W says Clear Score told him the APR was guaranteed to be 9.9% and that he had been pre-approved for the offer, but after making the application M increased the APR to 15.9% and requested a larger deposit.

Mr W didn't go ahead with the finance or purchase the car. He complains that Clear Score misrepresented the APR he would be offered. He says he's been impacted financially and caused inconvenience, having to borrow a family member's car.

Clear Score doesn't think it acted unfairly. It says M increased the APR as the car was over eleven years old. It considers it was made clear to Mr W that the terms could change before the decision on the finance was finalised.

An Investigator here reviewed matters but didn't think Clear Score had acted unfairly, saying details on Clear Score's website explained pre-approval was not guaranteed and this information had been provided to Mr W.

Mr W didn't agree and reiterated the APR was also presented as guaranteed, but this was later increased.

Our Investigator went on to say the APR rate wasn't guaranteed until further checks had been completed, and as such this didn't change their opinion.

Mr W didn't agree, in summary he said:

- Clear Score used statements that were misleading
- The fact the lender could adjust the APR following further checks wasn't fairly disclosed, which breached various rules
- Clear Score were aware of the age of the car at the time of the application, as he'd provided the car's registration number, but still offered an APR that ultimately couldn't be delivered.

As a result, Mr W says he's incurred financial loss, damage to his credit report as a result of hard searches, and significant distress and inconvenience.

As no agreement has been reached, the 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.

In doing so, I've taken into account the relevant industry rules and guidance, and what would be considered as good industry practice.

I want to also explain I've read and taken into account all of the information provided by both parties in reaching my decision. I say this as I'm aware I've summarised Mr W's complaint in less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to quote every law or regulation that could potentially apply or get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

I should also say, in this decision, I'm only able to consider the actions of Clear Score, I can't consider the actions of M.

Firstly, I can understand it would have been disappointing for Mr W to think he would receive an offer of finance that he ultimately didn't obtain – especially as he's said he found and paid a deposit for the car he wanted to purchase. But, to hold Clear Score responsible for any impact that had on Mr W, I'd need to be persuaded it had acted unfairly – and for the reasons I'll explain, I don't think it did.

I've looked at Clear Score's website and the information Mr W would have seen before making his application with M. While I appreciate phrases such as "pre-approved" and "guaranteed" were used, Clear Score's terms, which were visible at the time and Mr W also shared with this Service, are clear in saying:

***"You'll get this product if you apply for it, as long as you pass any additional lender checks and all the details you have given us are correct"*** (my emphasis)

As such, I think it was sufficiently clear that until additional lender checks were passed, there was no guarantee Mr W would receive the offer Clear Score presented to him, which included the APR.

Mr W was then required to make a full application via M's website, where I understand he was asked a specific question about the age of the car. M told Clear Score that, due to the age of the car, the APR it offered Mr W was at a higher rate. This isn't something I can hold Clear Score responsible for, as it was a decision made by M, not Clear Score. And as explained above, I consider Clear Score made it sufficiently clear that in order to get the product, he'd need to pass additional lender checks – which, ultimately, he did not.

Mr W says by providing the car's registration number to Clear Score, it was aware of the age of the car before it told him the APR he'd be offered. I can see why he would feel that Clear Score had the same information as M, and therefore feel it unfair that the rate was subsequently changed. But I've not seen that Clear Score checked the age of the car in assessing the deals available to Mr W - and I wouldn't necessarily expect it to have done so. I don't think it's unreasonable that this was only done by M, bearing in mind it is a more detailed element of its lending criteria. So while I appreciate Mr W's point, this doesn't lead me to think that Clear Score acted unfairly or unreasonably.

It follows that I don't think Clear Score is responsible for any losses Mr W incurred in acting

on the assumption that he would obtain the 9.9% APR. I think Clear Score explained that his application was subject to additional lender checks, and so any decision he made prior to receiving the offer from M were made at his own risk.

I appreciate Mr W also considers his credit file has been impacted as a result of M carrying out a hard search. I've not seen evidence of this, but even if it did, having looked at Clear Score's website, I think it makes clear when applying for finance a hard search would take place. And although Mr W may say he only went ahead with this based on the information Clear Score provided, for the same reasons as above, it made clear any application was subject to additional checks.

Taking everything into account, while I can appreciate Mr W's frustration, I don't think Clear Score acted unfairly or made an error here. So I won't be asking it to take any action here.

### **My final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 October 2025.

Victoria Cheyne  
**Ombudsman**