DRN-5671653

Complaint

Mr B complains that Moneybarn No.1 Limited ("Moneybarn") unfairly entered into a conditional sale agreement with him. He's said that the proper checks weren't carried out and he was provided with finance that was unaffordable.

Background

In November 2019, Moneybarn provided Mr B with finance for a used car. The purchase price of the vehicle was £6,790.00. Mr B paid a deposit of £100 and entered into a 60-month conditional sale agreement with Moneybarn for the remaining £6,690.00 he needed to complete the purchase.

The loan had interest, fees and total charges of £6,764.95 and the balance to be repaid of £13,454.95 (which does not include Mr B's deposit) was due to be repaid in 59 monthly instalments of £228.05.

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

Mr B 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 B's complaint.

Having carefully thought about everything I've been provided with, I'm not upholding Mr B'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 B 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 B provided details of his monthly income, which it cross checked against information from credit reference agencies on the amount of funds going into his main bank account and some information on his expenditure. It says it also carried out credit searches on Mr B which did show that he had previously defaulted on credit commitments with the most recent occasion this had happened being around a year prior to this application. The credit checks also show that a county court judgment ("CCJ") was obtained against Mr B also around a year prior to this application too.

In Moneybarn's view, when reasonable repayments to the credit commitments Mr B 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 B 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 B 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 B'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 B. 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 B's regular living expenses as well as his income and existing credit commitments.

However, the information Mr B 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 B'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 B has now carried out a line-by-line analysis of his bank transactions and in his view he didn't have enough left over for emergencies once the monthly payments to this agreement was deducted from his disposable income. The first thing for me to say is that Mr B's analysis has been carried out with the use of bank transaction data and this includes all of his expenditure. I don't think that the amount Mr B had left over in itself means that he couldn't afford these payments.

I also have to keep in mind that Mr B's most recent submissions are being made in support of a claim for compensation and any explanations Mr B 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.

Indeed, I note that the finance explanation document which Mr B electronically signed at the time of his application, highlighted that Moneybarn's decision to lend was based on him having a monthly income of at least £1,500.00 and a total non-discretionary monthly expenditure of around £700.

Given Mr B signed this declaration, I find it difficult to conclude that Mr B would have volunteered that he had the level of expenditure he's now referring to, or that he shouldn't have been lent to because he wouldn't have enough left over to cover emergencies. This is particularly as Moneybarn wasn't required to request bank statements from him in the first place.

Overall and having carefully considered everything, while I don't think that Moneybarn's checks before entering into this conditional sale agreement with Mr B 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 B. So I'm satisfied that Moneybarn didn't act unfairly towards Mr B when it agreed to provide the funds.

In reaching my conclusions, I've also considered whether the lending relationship between Moneybarn and Mr B might have been unfair to Mr B 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 B 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 B. 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 B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 September 2025.

Jeshen Narayanan
Ombudsman