

The complaint

Miss P complains that Go Car Credit Limited irresponsibly provided her with an unaffordable regulated hire purchase agreement.

Miss P's complaint has been brought by a professional representative, but for ease I've referred to all submissions as though they are her own.

What happened

Go Car Credit provided Miss P with a hire purchase agreement in November 2019 to finance the full value of a car with a cash price of £3,800. This credit agreement had a term of 36 months with instalments of around £170. The total repayable value, including interest and fees, was around £6,100.

Miss P complained to Go Car Credit in January 2025, saying this credit had been provided irresponsibly. She said had Go Car Credit completed proportionate checks it would have identified the agreement wasn't affordable for her. Go Car Credit issued a final response in March 2025 in which it didn't uphold Miss P's complaint. Unhappy with Go Car Credit's response Miss P referred her complaint to our service.

One of our investigators reviewed the details and didn't uphold the complaint. They considered Go Car Credit had completed proportionate checks and had gone on to make a fair lending decision when arranging this agreement for Miss P.

Go Car Credit didn't respond to our investigator's view; Miss P responded and disagreed. In summary, she didn't agree that Go Car Credit's checks were proportionate, based on the terms of lending being provided, and what it had identified through its credit check. Miss P maintained her position that better checks should have led to Go Car Credit concluding this agreement wasn't affordable for her, and that it therefore hadn't made a fair lending decision.

Miss P asked for an ombudsman's review, so 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.

The information in this case is well known to Miss P and Go Car Credit, so I don't intend to repeat it in detail here. Instead, I've focused my decision on what I consider to be the key points of this complaint; so, while my decision may not cover all the points or touch on all the information that's been provided, I'd like to assure both parties I've carefully reviewed everything available to me, including the submissions following our investigator's views. I don't mean to be discourteous to Miss P or Go Car Credit by taking this approach, but this simply reflects the informal nature of our service.

We've set out our approach to complaints about irresponsible and unaffordable lending as well as the key rules, regulations and what we consider to be good industry practice on our website. And both Miss P and Go Car Credit have been made aware of this approach within our investigator's view. I've taken this approach into account in deciding Miss P's case.

Having considered everything, I'm not upholding Miss P's complaint as I've decided this hire purchase agreement was provided fairly. I say this because:

- I don't consider the checks Go Car Credit completed before providing this credit agreement to have been reasonable and proportionate, given the terms of credit being provided and the recent adverse information it identified through its checks.
- Had Go Car Credit completed proportionate checks, I don't think it's likely these would have shown it was unfair to provide Miss P with this credit agreement. I say this based on reviewing three months of Miss P's bank statements in the lead up to this lending, which I consider in the absence of any other contradictory evidence allow me to understand what proportionate checks at the time would more likely than not have shown Go Car Credit.
- These statements evidence Miss P's income, some non-discretionary expenditure and commitments to existing credit. I've compared this to Miss P's declared monthly non-discretionary expenditure provided to Go Car Credit at the time; and I'm satisfied its affordability assessment and the statements I've considered reasonably show this agreement was sustainably affordable for Miss P.
- I note the statements show transactions to online gambling companies. However, given what I would have expected Go Car Credit to have obtained through proportionate checks, I don't consider it would reasonably have obtained knowledge of these transactions.
- I've seen Miss P contacted Go Car Credit on a number of occasions during the term of the agreement to make it aware of changes to her personal circumstances, which had led to her missing or being unable to make her contractual payments. Go Car Credit appears to have provided forbearance in each instance, agreeing to payment plans to support Miss P. As such I've not seen anything to suggest Go Car Credit acted unfairly or unreasonably in any other way in relation to this agreement.

This means I don't think Go Car Credit did anything wrong when it provided Miss P with this hire purchase agreement in November 2019.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Go Car Credit lent irresponsibly, or otherwise treated her unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I acknowledge my decision will likely be disappointing to Miss P. But for the reasons above, I'm not directing Go Car Credit to take any further action in resolution of this complaint.

My final decision

My final decision is that I'm not upholding Miss P's complaint about Go Car Credit Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 9 January 2026.

Richard Turner
Ombudsman