

## **The complaint**

Miss H complains that Clydesdale Financial Services Limited trading as Barclays Partner Finance ("Barclays PF") irresponsibly entered into a conditional sale agreement with her.

## **What happened**

In October 2017, Barclays PF provided Miss H with finance for a used car over a term of 48 months. The cash price of the car was £13,732; Miss H made an advance payment of £300, and she took credit for £13,432. The total charge for credit was £3,462.99. Miss H was required to make 47 monthly payments of £238.17 and a final payment of £5,701 if she wanted to keep the car.

In summary, Miss H says she was provided with the credit when she was dealing with significant financial difficulties. She says she was borrowing from family and friends, and she says her credit file would have revealed adverse information. Miss H is also unhappy with how her complaint was handled.

Barclays PF reviewed matters but didn't conclude it had lent irresponsibly. Miss H brought her complaint to this service. An Investigator here reviewed matters and thought Barclays PF ought to have carried out more thorough checks; those additional checks, however, would have revealed that the lending was likely to be affordable.

Barclays PF didn't dispute this opinion, but Miss H did. In summary, she said incoming payments from her partner and her mother shouldn't have been included as income because they were contributions towards household costs, and she was also paying her mother for rent and utilities.

Our Investigator explained that the contributions from Miss H's partner and her mother contributed to overall expenditure. She also said she counted payments from Miss H to the other accounts too, to ensure a balanced picture. Having done so, she thought the lending was affordable. Miss H said the incoming funds couldn't be used freely, or towards financial outgoings.

Overall, an agreement hasn't been reached. So, the case 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 have read and taken into account all of the information provided by both parties in reaching my decision. 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 instead reflects my informal role in deciding what a fair and reasonable outcome is.

The rules and regulations in place at the time Barclays PF entered into the agreement with Miss H required it to carry out a reasonable and proportionate assessment of whether she could afford to repay what she owed in a sustainable manner. This is sometimes referred to as an 'affordability assessment' or 'affordability check'.

The checks had to be 'borrower' focused. This means Barclays PF had to think about whether repaying the credit sustainably would cause difficulties or adverse consequences for Miss H. In other words, it wasn't enough for Barclays PF to consider the likelihood of it getting the funds back – it had to consider the impact of any repayments on Miss H.

Checks also had to be 'proportionate' to the specific circumstances of the lending. In general, what constitutes a proportionate affordability check will be dependent on a number of factors including – but not limited to – the particular circumstances of the consumer (e.g. their financial history, current situation and outlook, any indications of vulnerability or financial difficulty) and the amount/type/cost of credit they were seeking. I've kept all of this in mind when thinking about whether Barclays PF did what it needed to before lending to Miss H.

Barclays PF recorded that Miss H was employed with an annual income of £19,302, which it converted to a net monthly income of £1,367. Barclays PF says it verified this information, and it completed a credit check. I appreciate Miss H says she had adverse information at the time however, as I understand it, this wasn't obvious from the checks Barclays PF carried out. But in any case, considering the amount of credit Barclays PF was proposing to lend Miss H, I think it ought to have taken steps to understand more about her circumstances, such as her committed non-discretionary living expenses.

I've reviewed Miss H's bank statements in the months leading up to the lending decision to understand what further checks would have likely revealed. I'm not saying Barclays PF needed to necessarily review bank statements; it could have understood more about Miss H's circumstances in a variety of ways. However, reviewing bank statements is an easy way for this service to piece together what further checks would have likely revealed.

I've considered what Miss H says about her income and expenditure at the time, and I've reviewed the bank statements. Having thought about all this, and what Barclays PF would have likely found had it completed proportionate checks, overall, I think it would have understood that the lending was likely to be affordable for Miss H. I know Miss H considers it unfair that payments between her, her mother and her partner are included. I understand her argument here however, on balance, I don't think it's unreasonable to consider them in the round. They did, after all, form part of how Miss H operated her account. Additionally, Barclays PF wouldn't have needed to forensically review everything in detail. It was enough, I think, to look at Miss H's circumstances in the round.

Miss H has also raised concerns about how her complaint was handled by Barclays PF. I appreciate Miss H's concerns here, however this service isn't usually able to consider complaints about complaint handling. This is because it's not a regulated activity, or one of the other specified activities in the rules. Therefore, I won't comment any further on these issues in this decision. And in any case, Miss H has referred her complaint to this service for review, which has now happened.

Therefore, overall, I don't find that Barclays PF acted unfairly by entering into this agreement with Miss H. I've also considered whether the relationship might have been unfair under Section 140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Barclays PF lent irresponsibly to Miss H or otherwise treated her unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the

facts of this complaint, lead to a different outcome here.

### **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 Miss H to accept or reject my decision before 16 January 2026.

Hana Yousef  
**Ombudsman**