

The complaint

Mr R complains that RCI Financial Services Limited trading as Mobilize Financial Services (Mobilize) lent to him irresponsibly.

What happened

In August 2018, Mr R entered into a finance agreement with Mobilize as shown below, to buy a car. After a change in circumstances Mr R voluntarily terminated the agreement in 2021.

Date	Amount of credit	Term	Monthly payment	Total repayable
17 August 2018	£30,265.32	49 months	£533.57	£35,027.61

In March 2024, Mr R complained to Mobilize with the help of a professional representative. In his complaint, Mr R said at the time of the lending Mobilize failed to perform proportionate checks and lent to him unfairly. He thinks that if Mobilize had completed proper checks, it would have known the agreement wasn't sustainable.

Mobilize looked into the complaint and issued a final response letter saying it didn't think it had acted unfairly. It said it had completed a proportionate creditworthiness assessment and found Mr R could afford the agreement.

Mr R didn't accept Mobilize response, so he referred his complaint to our service, again with the help of a representative. One of our investigators looked into the case. Based on the evidence that was available, our investigator said she couldn't reasonably conclude that the lending was irresponsible, or that the relationship was unfair on the evidence available.

Mr R didn't accept what our investigator said. So, as there was no agreement, 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.

Having done so, I agree with the outcome the investigator reached for broadly the same reasons.

I think there are key questions I need to consider in order to decide what is fair and reasonable in this case:

- Did Mobilize carry out reasonable and proportionate checks to satisfy itself that Mr R was able to sustainably repay the credit?
- If not, what would reasonable and proportionate checks have shown at the time?
- Did Mobilize make a fair lending decision?
- Did Mobilize act unfairly or unreasonably towards Mr R in some other way?

Mobilize had to carry out reasonable and proportionate checks to satisfy itself that Mr R would be able to repay the credit sustainably. It's not just about Mobilize assessing the likelihood of it being repaid, but it had to consider the impact of the repayments on him.

There is no set list of checks that it had to do, but it could take into account several different things such as the amount and length of the credit, the amount of the monthly repayments and the overall circumstances of the borrower.

Mobilize hasn't provided this service with any evidence of the creditworthiness assessments it carried out at the time of the lending to understand whether the agreement was affordable for Mr R. So, on the evidence available, I'm not persuaded reasonable and proportionate checks were completed.

Where a business is unable to provide evidence of the checks it completed, I would normally go on to consider what reasonable and proportionate checks would have shown if they had been completed at the time. To do this we need to understand what the customer's financial position was at the time of the lending. This normally involves reviewing the relevant statements for the customer's main bank account, that wages are paid into and any available credit file information.

Unfortunately, due to the passage of time Mr R hasn't been able to provide copy statements for his main bank account for the period just before the lending. He has provided statements from another account from this period, but this only shows repayments to a mortgage and some other bills and appears to be funded by another account and a third party. Mr R also provided a copy of his credit file but again this doesn't give any indication of his income, and there's nothing to suggest he was in any financial difficulty or showing signs of strain at the time of the lending.

So, there isn't enough information here for us to understand what Mobilize would likely have found out if it had completed proportionate checks. This means I don't have enough evidence to fairly say he was likely to be unable to sustainably repay what he was being lent.

Given this, on the evidence available, I'm not persuaded Mobilize did anything wrong when it provided the credit to Mr R.

I can see that Mr R voluntarily terminated the agreement in 2021. However, I understand this was as a result of a relationship breakdown and a change in circumstances. From what I've seen it appears Mobilize followed the steps it was expected to take here. So, I can't see that Mobilize acted unfairly in how it handled the agreement with Mr R.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. But overall, it's not clear enough to me that Mobilize created unfairness in its relationship with Mr R by lending to him irresponsibly, or in the way it handled the account under the credit agreement. And 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'm sorry to disappoint Mr R but for the reasons set out, I don't find that Mr R's relationship with Mobilize was unfair, and I can't conclude Mobilize treated Mr R unfairly in any other way based on what I've seen.

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 Mr R to accept or

reject my decision before 27 October 2025.

Charlotte Roberts
Ombudsman