

## The complaint

Ms C is unhappy that due to a mistake she was not able to proceed with an agreement to be supplied a car via a hire purchase agreement with Match Me Finance Ltd (Match Me) acting as a credit broker.

When I refer to what Ms C has said and what Match Me have said, it should also be taken to include things said on their behalf.

## What happened

On 5 February 2025 Ms C sourced a used car through a dealership and wanted to proceed on the basis set out in a proposed agreement. This included a part exchange figure of £14,300 of which £8,812.94 was for settlement of outstanding credit on the part exchange. The balance was to make up the deposit on the agreement along with a £1,000 cash back deposit. An agreement that was signed by Ms C included a deposit of £9,974.12 and an amount to be financed of £13,024.88.

It turned out that there had been a mistake in how the part exchange residual value was recorded on the agreement and it was double counted. Match Me issued a new agreement to Ms C that showed the deposit now being £5,487.06 and the amount to be financed now being £17,511.94. Unfortunately, this meant the monthly payments became unaffordable for Ms C. Ms C was not happy, so she complained to Match Me.

Match Me issued their final response letter to Ms C on 3 April 2025. They partially upheld her complaint. They admitted that there was an error in how the equity of her part exchange car was included in the deposit for the agreement. However, the agreement that was signed by Ms C was clear on the amount of deposit that needed to be paid. They cancelled the agreement as Ms C was unable to fulfil this element of the agreement. They offered her £200 compensation in settlement as a result of their error.

Ms C was not happy with this so complained to us.

The investigator issued their view on 9 July 2025, and they did not believe that Match Me need do anymore to put things right. They noted that there had been an error, which had been acknowledged by Match Me; it being accepted that there was an error in the way that the deposit had been entered into the agreement and the equity in Ms C's part exchange car had been double counted. This ultimately made the monthly payments unaffordable if this additional deposit was removed from the calculations. Whilst the mistake was Match Me's the investigator felt it was reasonable that Ms C would review the information within the agreement. Match Me did not hold Ms C to the terms of the agreement as it was unaffordable and they had confirmed that it would have no impact on Ms C's credit file. They felt that the compensation offered of £200 was in line with what the service would have directed Match Me to pay to put things right.

Ms C did not agree with the investigators decision and provided further evidence such as call recordings with the finance company. She specifically highlighted three impacts on her that she believed that we should take into account:

- Loss of opportunity in that the car offered a really good deal (a fact confirmed by the supplying garage),
- The substantial time and effort she had put into finding the car,
- The emotional distress caused by losing the deal.

Ms C believed that the impact should be classed as “substantial to severe” and a figure of £3,000 compensation was more reflective of the impact on her.

As Ms C did not agree with the investigator’s view it has been passed to me to consider.

### **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 considering this complaint I’ve had regard to the relevant law and regulations; any regulator’s rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

I also want to make it clear to Ms C that I have reviewed all the evidence on the file, including all call recordings/transcripts.

Ms C is complaining about Match Me’s role as a credit broker for a hire purchase agreement, this is a regulated activity so we are able to consider complaints about it.

It is clear and accepted that a mistake has been made and it is right that Match Me do put things right but it is the extent of the compensation that is due that is in question.

I am empathetic to the impact that this has had on Ms C and fully understand her frustrations. However, I need to balance what is right and fair for both parties and be consistent with other decisions where the consumer has suffered similar impact – whilst recognising that every consumer is different.

There is a considerable gap between what Match Me have offered, £200, and what Ms C is seeking, £3,000.

There are a couple of specific points that Ms C raise that I will cover before going on to consider what is right and fair. In part of her submission to us Ms C states that loss of opportunity is a major part of how she is quantifying her claim. It is clear from evidence that I have seen (including from the supplying dealer) that the car that Ms C was seeking to purchase did indeed represent a really good deal both in terms of value and cost. So there is merit in this argument.

I do need to consider what would have happened had Match Me not have made an error in how the deposit was recorded but showed it correctly in the deposit and the finance had been offered on that basis. When Match Me recognised the error they issued Ms C a new offer based on the correct deposit with a new monthly payment. Ms C rejected this deal as it was unaffordable. So clearly had the error not been made this would have meant that the original finance package would have been unaffordable. On that basis it is hard for me to consider loss of deal as a major part of any actions that Match Me need to take to put things right.

Breach of contract. Ms C agreed to a contract that showed a total deposit £9,974.12. Whilst accepting that this was due to an error that the part exchange equity was double counted,

the fact remains that this agreement was, in the strictest legal terms, predicated upon Ms C paying this amount as a deposit. Whilst understanding the background to why Ms C has agreed to this and she was not aware at the time of signing the equity had been double counted the fact remains that I can only hold Match Me to account for a breach of contract if Ms C had paid the deposit as set out in the agreement.

The fact that Match Me re-issued a new proposal with the correct deposit set out of £5,487.06, meant that the amount to be financed rose from £13,024.80 to £17,511.94 did not create a new binding agreement as Ms C would be required to agree and sign the new proposal. So there is no new agreement to be in breach of. In essence legally both parties signed an agreement that stated Ms C would be paying a deposit of £9,974.12 and there is an onus on both parties to ensure the details were correct before signing.

In terms of compensation Ms C states that the impact should be categorised as substantial to severe and an amount of £3,000 paid. Our service covers a wide range of financial products including investments, insurances and pensions which have the ability to impact severely on people's lives. Our website gives details of the factors that we use to calculate compensation and the details given for awards of up to £5,000 state:

“An award of over £1,500 and up to around £5,000 is appropriate where the mistakes cause sustained distress, potentially affecting someone's health, or severe disruption to daily life typically lasting more than a year. A mistake that has an extremely serious short-term impact could also warrant this level of compensation, but usually you'd expect some ongoing or lasting effects.

Examples at the higher end could include where the effects of the mistake are irreversible or have a lasting impact on someone's health or even resulted in personal injury.”

This is the range in which Ms C's requested £3,000 compensation sits. As I said I am empathetic to how Ms C feels about the impact but there is a need to be consistent with other awards. I have already covered the fact that I do not believe that there has been a loss of bargain due to Ms C not being able to afford the financial deal once the correct deposit was included in the agreement. The mistake was noticed and rectified in a matter of days and Match Me did not hold Ms C to the original agreement, and they have confirmed that there is no negative impact on Ms C's credit file. This means the impact itself is limited in time frame. So, I do not believe a figure of £3,000 is a fair resolution in this case.

Our website also states that an award between £100 and £300 might be fair where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. These typically result in an impact that lasts a few days, or even weeks, and cause either some distress, inconvenience, disappointment or loss of expectation. This would seem the fair range for compensation in this case, and I believe that the offer from Match Me is reasonable.

In summary Match Me have made a mistake that was rectified within a matter of days, it did not lead to a loss of opportunity (as when the mistake was rectified the deal was not affordable for Ms C) and in offering £200, they have made a fair offer in line with what we would have directed them to do in these circumstances. Therefore, I do not uphold this case.

### **My final decision**

My decision is that I do not uphold this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 4 December 2025.

Leon Livermore  
**Ombudsman**