

## **The complaint**

MONEYBARN NO.1 LIMITED trading as Moneybarn (Moneybarn) provided Mrs G with a Conditional Sale Agreement (CSA) to acquire a used car in 2018.

The cash price of the car was £7,640, with Mrs G paying a deposit of £660 and the remaining £6,980 provided as credit. The agreement required her to make 59 repayments of £216.47. Mrs G says the credit was provided irresponsibly.

Mrs G is represented in this complaint by a professional representative but, for ease, I'll refer to Mrs G directly throughout my decision.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

## **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'm not upholding Mrs G's complaint. I'll explain my reasoning below:

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Mrs G's case.

I've decided the credit was provided fairly because:

- I don't think the checks Moneybarn did before providing the credit were reasonable and proportionate given the amount and term of the finance it offered Mrs G, and what it knew about her financial situation. I think they ought to have found out more about her actual expenditure.
- When asked, Mrs G didn't provide all the information requested about her circumstances at the time. She's been unable to obtain statements for one account and hasn't answered some questions that our Investigator asked. So here, I've considered this complaint based on the limited information available to me.
- If Moneybarn had done proportionate checks, I don't think it's likely these would have shown it was unfair to provide the credit to Mrs G.
- I'm satisfied that the statements for Mrs G's bank account which have been provided show her average monthly expenditure on essential spending such as, for example, rent and food, petrol, insurances and subscriptions was around £880.
- Mrs G told us her council tax was paid directly from her income, so it wasn't an expense she incurred after receiving her net pay. And I've not been able to account

for any spend towards utilities at the time.

- So, based on the essential expenditure I've seen, and after accounting for the repayments towards the new agreement, I think Moneybarn would've found Mrs G to have likely had around £255 disposable income a month.
- Based on the information provided about Mrs G's circumstances at the time, I'm satisfied there was nothing to suggest she was likely to be unable to sustainably repay what she was being lent.
- I don't think Moneybarn acted unfairly in any other way.

This means I don't think Moneybarn did anything wrong when it provided the CSA to Mrs G.

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 Moneybarn lent irresponsibly to Mrs G 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 know this isn't the outcome Mrs G hoped for. But for the reasons above, I'm not asking Moneybarn to do anything to put things right.

### **My final decision**

My final decision is that I'm not upholding this complaint about MONEYBARN NO.1 LIMITED trading as Moneybarn.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 23 February 2026.

Sean Pyke-Milne  
**Ombudsman**