

complaint

Ms K complains – through her representative – that Swift Advances plc ('Swift') unfairly made a loan to her.

background

In July 2007 Ms K (who was then aged 66 according to her passport and Swift's records, but 61 according to her complaint form and her representative) took out a loan for £15,000 over 15 years from Swift. The loan was made through her brokers and was secured as a second charge on her home. She fell into financial difficulties from 2008, and complains that Swift should not have made the loan to her because of her age and her financial circumstances.

She made an earlier complaint to Swift about its arrears charges, which led to an agreed refund to her in excess of £1,000 in 2011.

Her first lender has obtained a suspended possession order against Ms K, but she is now maintaining her monthly payments to Swift and making a modest contribution to reducing her arrears.

The adjudicator did not recommend that the complaint be upheld.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I have taken careful note of the representations made on behalf of Ms K since the adjudicator's letter, and Swift's comments in response.

I have not seen any evidence of irresponsible lending by Swift. In 2007, whatever her correct age then, she was already of retirement age (over 60) – but she declared self-employed earnings in excess of £25,000. The loan was affordable under Swift's calculations of her income and expenditure, including her commitments under her first mortgage. There was no reason why she would not be able to continue her payments under the loan in the light of her self-employed occupation, which could continue through her retirement. It now appears that she may have falsely declared those self-employed earnings – but it was not Swift's responsibility to seek evidence of those earnings.

I am also satisfied that any changes to the interest rate under the loan (of which Ms K also complains) have been applied in accordance with the terms and conditions of the agreement.

my final decision

I do not uphold this complaint.

Charles Sweet
ombudsman