

The complaint

Mr D complains that Currys Retail Limited told him he wouldn't be accepted for credit when he wanted to purchase goods.

What happened

Mr D said he visited a Currys store in November 2022 wishing to purchase a new fridge freezer. He said the store was advertising an interest free credit facility which he wanted to make use of.

Mr D said when he enquired about how to proceed with the credit offer, he was told by a staff member that there was no point applying for it as he didn't meet the lender's age criteria because he was over 80 years old. So, it said he wouldn't be accepted for credit by the lender.

Mr D complained to Currys as he felt he was being discriminated against because of his age.

Currys said the lender (who I will refer to as "C") set its criteria about who it would lend to, not Currys. So, it said Mr D's complaint was best directed to C.

Dissatisfied, Mr D referred his complaint to this service.

An investigator didn't think Mr D's complaint should be upheld. He said the Currys representative was only passing on information to Mr D about C's lending criteria. So, he didn't think Currys had treated Mr D unfairly or discriminated against him.

Mr D disagreed with the investigator and asked an ombudsman to review his complaint. He questioned why Currys could not have sourced an alternative finance provider or financed the transaction itself.

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.

First I'd like to acknowledge Mr D's strength of feeling on this matter and wish to assure him that I have carefully considered everything he has said during the course of his complaint.

Where Currys offers forms of credit which allow its customers to pay for goods over a period of time, it does not provide that credit to its customer itself but rather helps make arrangements for that customer to enter into a credit agreement with a third party lender – which in this case is C. Typically, once the credit agreement is entered into, C will pay Currys for the goods and will have its own arrangements with the customer under the credit agreement for the repayment of the credit.

Broadly, the activity of introducing a customer to a lender in this way or helping with preparatory work with a view to entering into a credit agreement is known as credit broking. In short, Mr D is able to bring a complaint to this service about the things Currys' did which

relate to credit broking, but only those things.

What this means in this case is that I'm not deciding whether Currys should have offered credit to Mr D or not – it's not a lender so it wouldn't do this. Rather, I'm looking at whether Currys treated Mr D fairly in the course of its dealings as a credit broker.

C's criteria in respect of the type of credit being offered to Currys customers was that it would not lend to people aged over 80. So, where Currys has simply relayed that information to Mr D I do not find it has treated him unfairly or discriminated against him. It is not Currys decision to not lend to people over 80, it is C's. If Currys had allowed Mr D to submit an application to C, it appears it would most likely have been declined by C on the basis he did not meet its lending criteria. This might have had a negative impact on Mr D's credit file. I don't find Currys was acting unreasonably therefore when it suggested there would be no point in Mr D applying with the lender it was able to introduce him to.

Mr D said irrespective of this Currys still discriminated against him by telling him not to apply for credit and should have sourced another lender that would lend to him or should have lent to him itself. It's not unusual for a retailer to only have the credit products of one lender on offer. But in any event, Currys was not obliged in any way to source to an alternative for Mr D. And, as I've already explained, Currys was not a lender so it couldn't have offered credit itself. If Mr D is suggesting that Currys should have made concessions for him to pay in instalments or should have had arrangements in place with other lenders with different lending criteria then this goes to Currys activities as a retailer, not a credit broker, and they are not activities covered by this service. So, it wouldn't be appropriate for me to comment on such matters.

Overall, I don't find Currys treated Mr D unfairly, so I don't require it to do anything in respect of his complaint.

My final decision

For the reasons I have explained, I do not uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 16 January 2024.

Michael Ball
Ombudsman