

The complaint

Mr P is unhappy that medical treatment, funded by a fixed sum loan agreement with Healthcare Finance Limited ('HFL'), was misrepresented to him.

What happened

In March 2021, Mr P entered into a fixed sum loan agreement with HFL. The agreement was for £1,700 over 23 months, with monthly payments of £77.42. Under the heading "*Description of Goods or Services*" the agreement confirmed the funding was to be used for "*Non surgical periodontal debridement x 2 session.*"

Mr P fell into financial difficulties and was unhappy with how he'd been treated by HFL. He brought his complaint to the Financial Ombudsman Service, and this was dealt with under a separate reference number, with a final ombudsman's decision being issued on 3 July 2023.

During the course of this investigation, Mr P raised a new issue of the finance being misrepresented to him. He says he visited a dental practice I'll call 'H', and they agreed a treatment plan for two fillings, X-rays, a deep clean (which included cleaning below the gum line), and a bone graft. He says that H told him the cost of this treatment was £1,700, and they arranged finance through HFL for this.

However, after attending two sessions for non-surgical periodontal debridement – a precise cleaning of the root surfaces to eliminate a build-up of plaque and tartar – H advised Mr P that his course of treatment had now finished.

Mr H was unhappy with this, and that H had been rude to him. He was also unhappy with the cost of the treatment he'd received, and he said that other dentists in the same area were only charging £350 for each session of treatment he'd received.

Mr P was unable to provide a copy of the treatment plan agreed with H, and there were no other records of the conversations he'd had with H when setting up the finance agreement. As such, the investigator said the only evidence of the treatment was what was detailed in the finance agreement, and this is the treatment Mr P received.

While the investigator didn't dispute that Mr P may've been able to get the same treatment elsewhere for a lower cost, HFL aren't responsible for setting the price of the treatment. And they only provided the finance for the costs Mr P had agreed to.

Finally, although Mr P was also unhappy with how HFL had dealt with his complaint, the investigator explained that complaint handling wasn't a regulated activity, so wasn't something we were able to consider.

Given all this, the investigator didn't think HFL needed to do anything more.

Mr P didn't agree with the investigator's opinion. He said that he wouldn't have agreed to just the treatment on the finance agreement at the price quoted, and that he was promised the

other treatment he'd said was on the treatment plan. So, Mr P asked for an ombudsman to make a final 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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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. Mr P was supplied with treatment under a fixed sum loan agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

Before I explain why I've reached my decision, I think it's extremely important for me to set out exactly what I've been able to consider here. I note Mr P has complained about how HFL handled and responded to his complaint, but complaint handling is an unregulated activity and so, falls outside of our service's jurisdiction to consider. As such, the way HFL handled Mr P's complaint hasn't been considered as part of my decision.

This is essentially a complaint about misrepresentation. For the finance agreement to have been misrepresented to Mr P there would need to be a false statement of fact, and for Mr P only to have gone ahead with the finance agreement based on that false statement of fact.

I've noted Mr P's comments about the treatment plan he says he agreed with H. And it's clear from his actions that he believed he was due to receive more treatment than he did. However, I haven't seen a copy of the treatment plan, and Mr P hasn't been able to provide any other evidence to show what treatment he agreed with H.

Given this, I've turned to the agreement itself. And in doing so I've also considered that there is no requirement for the finance agreement to cover the whole costs of any treatment plan – it was possible for the treatment to be partially financed through HFL, and partially by other means, for example by Mr P directly.

The finance agreement is clear that the treatments being financed were two non-surgical periodontal debridement sessions. While, as I've said, I haven't been provided with a copy of the treatment plan, Mr P has said it included a deep clean, which included cleaning below the gum line. And I'm satisfied that non-surgical periodontal debridement would be classed as this type of deep clean.

In signing the agreement on 16 March 2021, Mr P was confirming that he'd read the agreement and agreed to be bound by its terms. And the terms of the finance was that it only covered the cost of the non-surgical periodontal debridement. As such, I'm also satisfied that Mr P ought to have been reasonably aware of this. So, while I can't comment on the treatment plan as a whole, I'm satisfied that the finance agreement covered the cost of the treatment specified on the agreement, so it wasn't misrepresented.

For completeness, I've also considered the cost of the treatment. While Mr P has said that he could've obtained the non-surgical periodontal debridement for around £350 a session

(£700 for the total treatment) at another dentist, this doesn't mean this is what H were charging for the same treatment. As a commercial entity, H are entitled to set their own prices for treatment, and it's for their customers to decide whether those costs represent value for money.

What's more, I haven't seen anything to show me how much fillings, X-rays, non-surgical periodontal debridement, and bone grafts would cost at other dental surgeries. So, while the right for H to set their own prices still stands, I'm unable to comment on whether £1,700 was below, at, or above the market average for the full range of treatment Mr P says he agreed with H.

As such, and while I appreciate this will come as a disappointment to Mr P, I'm not satisfied the finance agreement was misrepresented, and I won't be asking HFL to do anything more.

My final decision

For the reasons explained, I don't uphold Mr P's complaint about Healthcare Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 June 2024.

Andrew Burford
Ombudsman