**Consumer Credit sourcebook** 

Chapter 5B

Cost cap for rent-to-own agreements



## 5B.3 **Anti-avoidance**

5B.3.1

RTO firms must not attempt to recover revenue that may be lost due to compliance with the total cost of credit cap rules through the price for other goods or services provided by the RTO firm in connection with a RTO agreement.

5B.3.2 G

- (1) For example, RTO firms should not seek to increase the price of theft or accidental damage insurance, or extended warranties in order to recover revenue lost due to the cost cap rules.
- (2) RTO firms are also reminded of the *rule* in CONC 7.7.5R which states that firms must not impose charges on customers in default or arrears difficulties unless the charges are no higher than necessary to cover the reasonable costs to the firm.