

The complaint

Mr H complains about the issues that he's having with the account for his hire purchase agreement with BMW Financial Services (GB) Limited, trading as Mini Financial Services.

What happened

The details of this complaint are well known to both parties and have been set out by the investigator - so I won't repeat them again here. Instead, 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 agree with the conclusions reached by the investigator for these reasons:

- Mini Financial Services accepts that there are issues with Mr H's account because another customer has set up payments to it using Mr H's account number so those payments are being credited to Mr H's account;
- it has tried to contact that customer about this issue but without success and it has asked its accounts department to instantly transfer payments received from that customer on Mr H's account to the customer's account so that Mr H is not impacted and it has checked Mr H's credit file to ensure that it hasn't been adversely impacted;
- Mr H's says that he's received arrears letters about his account and Mini Financial Services says that it's unable to stop them being sent as they're automatically produced as a result of the adjustments that it's making to his account - but he's not provided copies of any recent arrears letter that have been sent to him;
- I sympathise with Mr H and can understand his frustration about this issue which is completely out of his control and entirely not of his making and recognise that it has caused him (and is likely to continue to cause him) distress and inconvenience - but I've seen no evidence to show that he's suffered a direct financial loss as a result of this issue or that his credit file has been adversely affected;
- if Mr H suffers a direct financial loss or his credit file is adversely affected or there are other difficulties caused by this issue then he will be able to make another complaint to Mini Financial Services and, if he's not satisfied with its response, he may be able to make another complaint to this service;
- I consider that the steps taken by Mini Financial Services have been appropriate but the investigator has recommended that it should also pay £150 compensation to Mr H for the distress and inconvenience that he's been caused - and I consider that to be fair and reasonable in these circumstances - but I encourage Mini Financial Services to consider whether it can do anything more to stop the arrears letters being sent to him; and
- I'm not persuaded that an award of a higher amount of compensation than that is justified in these circumstances or that it would be fair or reasonable for me to require Mini Financial Services to take any other action in response to Mr H's complaint.

Putting things right

Mini Financial Services has agreed that it will ensure that Mr H's credit file isn't unduly impacted by these issues and that it will minimise its contact with Mr H regarding it, within its contractual and legal obligations as a reputable financial business.

It has also agreed to pay him £150 compensation for the distress and inconvenience that he's been caused - and I consider that to be fair and reasonable in the circumstances.

My final decision

For these reasons, my decision is that I uphold Mr H's complaint in part and I order BMW Financial Services (GB) Limited, trading as Mini Financial Services, to pay him £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 3 July 2020.

Jarrold Hastings
Ombudsman