

## **The complaint**

Mr K's complaint is about the service he has received from Moneybarn No. 1 Limited. He says the payment date on his conditional sale agreement was changed causing him to go into arrears and that he hasn't received the information he has requested.

## **What happened**

Mr K entered a conditional sale agreement with Moneybarn to acquire a car. He says that his payment date was changed without his consent which resulted in his account going into arrears. He says he contacted Moneybarn and raised a subject access request but the information he received didn't include copies of the calls. He says the issue with his payment date has affected his credit file and that Moneybarn has refused to come to an arrangement with him.

Mr K wants his credit file amended and compensation for the distress and inconvenience he has been caused by Moneybarn not responding within the required timeframes, calls being dropped and not then returned, and him not providing the information he requested.

Moneybarn says that Mr K complained in November 2019 about it not setting up a payment plan without completing an income and expenditure assessment. It says that Mr K's account had fallen into arrears and that its agent explained why a review of Mr K's finances was required. Moneybarn accepted that it issued its final response letter more than 56 days after Mr K raised his complaint and it apologised for this. It didn't think this had any impact on the outcome of the complaint as the information had already been provided to Mr K.

Moneybarn says that a payment plan was agreed in December 2019. In its letter dated 30 April 2020, Moneybarn explained that an income and expenditure assessment should have taken place before the arrangement was put in place in December and it credited Mr K's account with £50 as a gesture of goodwill. It said information had been recorded accurately on Mr K's credit file.

Moneybarn says it asked Mr K what information he thought was missing from his subject access request and didn't get a response to this. It says Mr K contacted it on 5 May complaining about his payment holiday request not being processed. Moneybarn says this was addressed and it paid Mr K £20 for the delay in responding to this.

Our investigator didn't uphold this complaint. She noted the delay in the issuing of the final response letter dated 3 February 2020 but thought the apology provided by Moneybarn was enough to address this as she didn't think the delay caused Mr K any detriment. She thought Moneybarn had acted responsibly by asking Mr K to complete an income and expenditure assessment before a payment plan was set up and thought it reasonable that it credited his account with £50 due to the inconsistency in its approach by setting up a payment plan in December without a financial assessment.

Regarding the change in payment date our investigator said that the notes provided by Moneybarn showed that the dates had been changed in response to Mr K's requests. She noted the comments Mr K had made about the information provided in response to his

subject access request but also that Moneybarn, in its letter dated 30 April had asked what information was missing so this could be provided. She said as Mr K hadn't responded to Moneybarn's question she didn't think Moneybarn had done anything wrong.

Mr K didn't accept our investigator's view. He said he hadn't consented to the date change and reiterated that he had requested copies of the calls in his subject access request which weren't provided. He said that a late payment marker had been applied to his credit file even though he was on a payment holiday. He said the delays caused him emotional stress and anxiety.

### **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.

Mr K has raised several concerns about how his account has been managed and the service he has received. I note he recently raised a complaint about a late payment marker being added recently and it has been explained that this issue will be dealt with separately. This decision relates to Mr K's complaint about the process of setting up a payment plan, the change to his payment date, the delays in receiving responses to his requests and the information he received following his subject access request. I have dealt with each part of this complaint separately.

#### *Payment plan*

I have looked through Mr K's statement of account and can see that he missed a payment in July 2018 and that following this several payments were missed resulting in arrears building on his account. An income and expenditure assessment was carried out in October 2018 and a payment plan set up at that time. Following this I can see that further payment plan discussions took place and based on the evidence I have seen it appears that Moneybarn was trying to work with Mr K to resolve the issues on his account.

Mr K contacted Moneybarn in November 2019 to discuss his account. He explained he had previously lost his job but was working again and he wanted to make payments towards his arrears. While I appreciate Mr K didn't want to have a financial assessment carried out, I find that Moneybarn was acting responsibly by requesting this. In circumstances such as Mr K's we would expect Moneybarn to carry out appropriate checks to ensure any proposed repayments were sustainably affordable. Therefore, I do not find that it did anything wrong by saying an income and expenditure assessment needed to be completed.

A payment plan was then set up in December 2019. An income and expenditure assessment wasn't carried out before this was put in place and Moneybarn has explained that this should have happened. It credited Mr K's account with £50 due to the inconsistent approach it had taken, and I find this reasonable.

Overall, I find that Moneybarn did try to work with Mr K following his account going into arrears and I do not find he was treated unfairly at this.

I understand that Mr K's credit file will have been affected by the missed payments and arrears. However, as he hadn't maintained the contractual payments it is right that this would be reflected on his credit file.

#### *Change to payment date*

Mr K says that his payment date was changed without his consent and this caused the arrears on his account. I have looked at the system notes provided and can see these record Mr K as requesting changes to his payment dates. In July 2018, Mr K asked about changing his payment date although a date change wasn't requested at that time. Mr K then cancelled his direct debit and payments were missed. On 18 October 2018, a payment plan was set up and Mr K asked for his payment date to be moved from 26 to 23 of each month.

In January 2019, the notes provided show that Mr K asked for the payment date to change back to 26 of the month. I can see from the statement of account this happened.

While the calls regarding these changes haven't been provided, I find I have enough to say that I find it more likely than not that Mr K requested changes to his payment date, and these were actioned by Moneybarn. Therefore, I do not find that Moneybarn has done anything wrong regarding this issue.

#### *Delays in responding to Mr K*

Mr K raised a complaint about the call on 16 November 2019. A final response letter was issued dated 3 February 2020. There was a delay in this being issued and Moneybarn apologised for this. Mr K has said this caused him stress and anxiety, however I do not find that there is evidence that this delay caused Mr K any material distress or that the delay had any impact on the outcome of the complaint. Therefore, I think the apology was enough in this case.

Moneybarn has also explained that there was a delay in setting up Mr K's payment holiday in April 2020. Mr K requested a payment holiday in mid-April, and he received a response dated 5 May. This confirmed that the payment holiday had been set up and payment hadn't been taken in April 2020. Moneybarn apologised for the delay in responding and said it paid Mr K £20. As the payment holiday was set up in a timely way I find the apology for the delay in the response was enough in this situation.

#### *Subject Access Request*

Mr K made an application for a subject access request to be raised on the call in November 2019. The notes record that Mr K was told that call recordings wouldn't be sent unless these were requested after the call notes had been received. I haven't seen any evidence that Mr K requested any calls after he had received the response to his subject access request.

Mr K raised a complaint about the calls not being sent and I can see in the final response letter dated 30 April 2020 that Mr K is asked to provide details of the calls he wants so they can be sent. I have nothing to show that Mr K requested the calls and I find that Moneybarn has done enough by offering to send the information once Mr K confirms which calls he wants copies of.

#### *Summary*

I can see that Mr K has been upset by the experience he has had with Moneybarn. However, Moneybarn has tried to assist Mr K by setting up payment plans and amending his payment date on his request. I think it acted responsibly by requesting income and expenditure information and think it has been fair by providing a £50 credit in response to the inconsistent approach it took. I do not find the delays Mr K experienced in receiving a response have caused material distress for which compensation is warranted and find the apologies provided were reasonable. If there is further information Mr K wishes to receive in response to his subject access request he should contact Moneybarn about this.

**My final decision**

My final decision is that I do not uphold this complaint against Moneybarn No. 1 Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 13 May 2021.

Jane Archer  
**Ombudsman**