

The complaint

Mr C complains about the way that Moneybarn No. 1 Limited has dealt with his applications for cars to be supplied to him under a conditional sale agreement.

What happened

Mr C applied to Moneybarn for a car to be supplied to him under a conditional sale agreement in October 2020. The application wasn't accepted. Mr C made another application to Moneybarn in November 2020 for a different car to be supplied to him under a conditional sale agreement. That application was accepted and he electronically signed the conditional sale agreement later that month.

Mr C then complained to Moneybarn that he was paying more for that car than he would have paid for the first car if the application that he'd made in October 2020 had been accepted. It said that it was unable to conclude that there had been any errors made by Moneybarn so it was unable to uphold his complaint. Mr C wasn't satisfied with its response so complained to this service.

Our investigator didn't recommend that his complaint should be upheld. He didn't think that Moneybarn had acted unreasonably or unfairly so he said that he wouldn't be asking it to do anything further.

Mr C has asked for his complaint to be considered by an ombudsman. He says that both applications were under the same name, his credit file was the same, his address has been the same for six years and he's registered on the electoral roll. He says that a mistake was made by Moneybarn and, if it had any doubts about the correct information, it should have asked him before the application was made. He also says that the lending was irresponsible because he was in a debt management plan and was missing payments to other creditors.

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 our investigator for these reasons:

- Mr C applied to Moneybarn for a car to be supplied to him under a conditional sale agreement in October 2020 – that application wasn't accepted but I've seen no evidence to persuade me that Moneybarn acted incorrectly in not accepting that application;
- he applied to Moneybarn for a different car from a different dealer to be supplied to him under conditional sale agreement in November 2020 - that application was accepted and Mr C electronically signed the conditional sale agreement later that month;
- Moneybarn has provided details of the information that it was provided for the two applications – there are some differences including with Mr C's name, the time that

he'd lived at his address and one of the applications included a previous address but the other didn't;

- it's possible that those differences caused only one of the applications to be accepted – but I'm not persuaded that there's enough evidence to show that Moneybarn has made a mistake or acted incorrectly in these circumstances;
- Mr C says that the car has cost him £4,000 more and it's not the one he chose in the first place so he says that Moneybarn should reduce the rate of interest under the agreement and discount the final price;
- the interest rate under both agreements is the same and the difference in the amount that Mr C is paying is because of the higher price of the car that was supplied to him under the conditional sale agreement (£11,500 when the first application was for a car with a price of £8,859);
- it was Mr C's choice of car and if he wasn't satisfied with the payments that were set out in the conditional sale agreement, I consider that it would be reasonable to expect him not to have signed the agreement;
- in response to our investigator's recommendations, Mr C has said that it was irresponsible for Moneybarn to have lent to him but that didn't form part of his original complaint to Moneybarn or his complaint to this service so I'm unable to consider it in this decision – if Mr C wants to proceed with a complaint about irresponsible lending he should first complain to Moneybarn and then, if he's not satisfied with its response, he may be able to make a separate complaint to this service; and
- I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn reduce the rate of interest or monthly payments on Mr C's agreement, to pay him any compensation or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 November 2021.

Jarrold Hastings

Ombudsman