

## **The complaint**

Mr M complains about what he says is/was a default recorded by Moneybarn No. 1 Limited ("Moneybarn") with one or more third party credit reference agencies in respect of a conditional sale agreement ("agreement") he had taken out with it in September 2016.

## **What happened**

This complaint was considered by one of our investigators who concluded that there was simply insufficient evidence to support Mr M's submission that Moneybarn had recorded his agreement, with one or more third party credit reference agencies, as being in default.

Mr M didn't agree and so his complaint has been passed to me for review and decision. Both parties were given to 16 June 2022 to provide any further points or information they wanted me to take into consideration.

## **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.

And having done so, I can confirm that I've come to the same outcome as the investigator and for the same reasons.

For the avoidance of any doubt I would like to point out that I've only considered in this decision Mr M's complaint that Moneybarn had recorded his agreement, with one or more third party credit reference agencies, as being in default. This means I've not considered in this decision any other complaint Mr M might have about Moneybarn, or any other party. I would also add that where the information I've got is incomplete, unclear, or contradictory, I've to base my decision on the balance of probabilities.

Moneybarn has confirmed to our service (and Mr M) that although it issued Mr M with one or more notices in June 2019, it never recorded the agreement as being in default with one or more third party credit reference agencies. I appreciate Mr M disagrees, but I find this submission to be both plausible and persuasive.

First, it isn't unusual for a business to issue one or more notices to a consumer in respect of an agreement and then go on to never record that agreement with one or more credit reference agencies as being in default. Secondly, Mr M hasn't provided any documentary evidence in support of his submission that a default was recorded by Moneybarn (in respect of his agreement) with one or more third party credit reference agencies – for example a copy of a current or historical credit report showing a default recorded.

For the sake of completeness, I would add that I've considered what Moneybarn told Mr M under cover of a notice dated 17 June 2019, which Mr M has kindly provided our service a copy of. But having done so I can't see that Moneybarn said (under cover of this notice) that it would be recording, or even that it might consider recording, the agreement with one or more third party credit reference agencies as being in default. So, I don't think the content of this particular notice helps Mr M in this particular complaint.

Mr M has provided to our service with a copy of his credit report dated 9 June 2022 (held and administered by one of the third party credit reference agencies).

But this report doesn't show a default recorded by Moneybarn, a fact I make reference to above. But I accept this doesn't mean a default wasn't recorded by Moneybarn on, or after, 17 June 2019 and then removed/deleted by it before 9 June 2022. But I don't find this possibility particularly persuasive.

I say this because, amongst other things, Moneybarn has submitted it never recorded the agreement as being in default with one or more third party credit reference agencies. Furthermore, given how Mr M has conducted himself throughout this complaint, I might have expected him to have been able to provide one or more credit reports (dated before 9 June 2022) showing the recorded default he is complaining about.

In summary, and I appreciate Mr M will be disappointed, I find (on the evidence provided, and in the absence of evidence on the balance of probabilities) that Moneybarn never recorded a default in respect of Mr M's agreement (with one or more third party credit reference agencies) as he submits.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 July 2022.

Peter Cook  
**Ombudsman**