

## **The complaint**

Mr C complains Moneybarn No. 1 Limited (Moneybarn) failed to support him during his time of financial difficulty. He also complains they discriminated against him due to his disability.

## **What happened**

In September 2019, Mr C entered into a 41 month conditional sale agreement with Moneybarn for a used car. He was required to pay monthly instalments of £219.

In July 2021, Mr C asked for a two month payment holiday. He told Moneybarn due to ill health he was currently out of work meaning he was on a reduced income and he was due to have an operation.

Moneybarn offered a one month payment holiday and said they would review the situation at the end of that month. Mr C was unhappy with this and asked to speak to a manager however one wasn't available at the time.

In August 2021, Mr C said July's payment was taken by direct debit which meant his account entered into an unarranged overdraft. He also said he had to take out payday loans to pay this instalment and others while he was out of work. Moneybarn offered to refund July's payment and upon proof of evidence, they would consider refunding the overdraft charges. Mr C said these refunds were never received.

There were several calls between Mr C and Moneybarn about the situation, he asked to speak to managers on more than one occasion but he said he never received callbacks. He also said Moneybarn's call agents were rude, unprofessional, they failed to put in place reasonable adjustments and they had discriminated against him due to his disability. Mr C complained.

Moneybarn said they were willing to help Mr C in his time of financial difficulty as they offered one month payment holiday with a review at the end. They said managers had attempted to contact him and their staff acted professionally.

Unhappy with their response, Mr C referred the complaint to our service. Our investigator recommended the case wasn't upheld. They found Moneybarn had acted fairly, it wasn't clear what reasonable adjustments Mr C required or whether that would've made a material difference to the support Moneybarn had offered.

As an agreement couldn't be reached, the complaint has been referred to me to decide

## **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've decided not to uphold Mr C's complaint.

At this point, I wish to say I'm sorry to hear about Mr C's ill health. I appreciate this would've been a difficult time for him. He's said he suffers from a number of health conditions and he has told us he's disabled. He believes during his communication with Moneybarn, they've discriminated against him due to his disability.

I need to stress that our service is unable to make findings on whether something constitutes discrimination as per the Equality Act 2010. This is because we are an informal free alternative to the courts, and only a court of law can make a legal finding based on the definitions set out within the Act. However, I can consider whether the business has acted in a fair and reasonable manner and in order to do that, I will take a number of things into consideration including the Equality Act 2010.

Mr C complains Moneybarn failed to support him during his time of financial difficulty. In circumstances of financial hardship, the CONC guidance which can be found in the Financial Conduct Authority's handbook says the financial business should treat the consumer with forbearance and due consideration. There's not a defined list as to what steps should be taken but it may include measures such as payment holidays, temporarily freezing the interest, agreeing to accept reduced payments, etc.

I've considered what Mr C has said and the evidence provided by Moneybarn. I understand there were a number of calls between them and ideally I would've been provided with a copy of the same however due to the passage of time, Moneybarn said these calls are no longer available.

In its absence, I've reviewed Moneybarn's contact notes which documents their communication with Mr C. I can see during the call in July 2021 when Mr C requested a two month payment holiday, Moneybarn offered one month and said they would review the situation at the end of that period. This meant Mr C wouldn't be required to pay that month and after that, they would review the situation. I find Moneybarn acted fairly in offering this. I say this because at the end of the month, they would be able to take into account Mr C's circumstances at that point in time (as things may have changed) to determine what support to provide. There was no indication or suggestion after that month Moneybarn wouldn't continue to offer further support. At the review, if Mr C remained in financial difficulty they may have offered the same support such as a payment holiday or something different to best assist him. So I can't agree with Mr C's comments that Moneybarn refused to offer him any support, I find that they did and they acted reasonably in doing so.

Mr C was unhappy with this and asked to speak to a manager. The contact notes show an outbound call was attempted the next day by a manager however it would appear they were unable to speak to Mr C. During further conversations with Moneybarn the same offer of one month payment holiday was offered to Mr C. As it was clear he wasn't happy and wanted to complain, I can understand why the payment holiday wasn't put in place as it would be necessary for both parties to agree to the same.

From my understanding, July's payment was collected by direct debit. Mr C said this caused his account to go into an unarranged overdraft and he had no choice but to take out a payday loan to meet the payment. I'm sorry to hear this was the situation Mr C found himself in. But for the reasons outlined above, I can understand why the payment holiday wasn't set up so I find Moneybarn acted fairly and in line with the terms in collecting that contractual payment.

However once Mr C brought this to Moneybarn's attention, a manager agreed to refund July's payment and reimburse the overdraft charges he had incurred upon proof of evidence. However the contact notes indicate Mr C declined that offer. There is also no indication the

requested evidence about the charges was provided to Moneybarn. On that basis, I can't say they acted unfairly by not refunding these payments.

Mr C said he feels Moneybarn has discriminated against him due to his disability. He has outlined his medical conditions to our service. I won't list in its entirety as to how his conditions impact him but it includes in stressful situations, his speech is impacted and the volume of his voice increases which comes across as shouting. Due to his short term memory loss, he finds call backs difficult given their unexpected nature. In light of the same, Mr C said he may need information to be explained more thoroughly, information repeated and he may need more time to understand what is being said.

I would like to thank Mr C for his honesty and openness about his medical conditions and how it impacts his interactions with others, especially in situations he considers stressful, which clearly this situation was for him. However I must bear in mind at the time of the earlier calls with Moneybarn, they didn't know the extent of the same but they did correctly identify Mr C was vulnerable. Based on their internal process, they offered to refer him to their specialist team who would be best placed to support him and given the circumstances, I consider that a fair course of action. Mr C told our service he can't recall the conversation about this, he would've spoken to them but he may not have agreed as it required a call back. While I acknowledge what Mr C has said about his short term memory loss and the difficulty in handling unexpected calls, as the team wasn't available to speak to him immediately, I don't believe a call back was unreasonable. Perhaps a mutually convenient time could've been arranged for the call. In relation to Moneybarn's offer to refund July's payment and charges, Mr C said he can't remember this but it's likely he declined it, if that's the case I can't say Moneybarn acted unfairly.

Mr C has also complained about the level of service received from Moneybarn. According to him, they failed to raise a complaint when he requested it, they didn't call him back and the call agents were rude to him.

Evidence shows a complaint was raised on the same day Mr C complained. While I accept managers weren't available to speak to him immediately following his requests, it was explained to him that a call back could be arranged within 48 hours and I can see on more than one occasion, managers did attempt to call him and he did manage to speak to one on 4 August 2021. Based on what I've seen, it would appear the conversations between Mr C and Moneybarn weren't easy over that period of time and on more than one occasion, calls were ended by him. On balance, I'm satisfied Moneybarn's level of service was professional and acceptable.

While I've carefully taken into consideration Mr C's health conditions and its impact, for the reasons I've explained above, I don't find Moneybarn treated him unfairly based on the information they knew about his medical conditions at the time. I hope that it helps Mr C to know that someone impartial and independent has looked into his concerns.

### *Summary*

Overall, I'm satisfied Moneybarn acted fairly in its attempts to support Mr C in his time of financial difficulty. I find they acted reasonably by taking the direct debit payment in July 2021 given Mr C didn't agree to the payment holiday. Despite this, they've offered to refund that payment and reimburse him for the overdraft charges but this was declined by Mr C. Taking everything into account, I also don't find Moneybarn treated Mr C unfairly due to his disability.

**My final decision**

For the reasons set out above, I've decided not to 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 8 December 2022.

Simona Charles  
**Ombudsman**