

The complaint

Mr C complains that Black Horse Limited (Black Horse) delayed selling his car under a voluntary termination (VT) agreement. He would like a refund of the money achieved from the sale of his car, adverse information removed from his credit file and compensation for the distress and inconvenience.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will 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 have reached the following conclusions:-

- As I understand it the initial delay in proceeding to collect Mr C's car was due to Mr C not receiving the forms he needed to sign and return to authorise collection as these were sent to an old address.
- From the call notes it seems further delay resulted as Mr C had not obtained the V5 registration document needed for the car to be collected and didn't want to send the VT instruction without which the VT couldn't proceed. Mr C seems to have been reluctant, on a number of occasions, to provide the signed VT instruction. I don't know why this was but as it seems he didn't I don't think Black Horse can be held responsible for any further delay in collecting the car.
- Black Horse apologised for the inconvenience of sending the initial forms to the wrong address. It also agreed to honour the original VT quote it gave Mr C reducing this amount by £143 to reflect any distress or inconvenience caused. I think this was a reasonable response in the circumstances.
- Under the terms of the agreement Mr C signed if he chose to end his agreement early he was liable for any overdue payments. It's this sum – less the reduction Black Horse made for distress and inconvenience that Black Horse are seeking. The sale price achieved at auction is not relevant as under the Hire Purchase Agreement Black Horse owned the car not Mr C. I can't reasonably ask Black Horse to write off the amount owing as Mr C was liable to make the monthly payments for the car.
- I appreciate Mr C has told us the information relating to this agreement on his credit file has negatively impacted on him. I can't be sure that any such impact is solely due to the information Black Horse put on Mr C's credit file. But I have no information to suggest that the credit information reported was inaccurate. It's important that credit files accurately record account history so I can't reasonably ask Black Horse to change Mr C's credit file.

- Finally, I don't feel I have any grounds to ask Black Horse to compensate Mr C. It has already reduced the amount Mr C owes for the inconvenience of sending the VT forms to his previous address. Other than that, I can't see that Black Horse has done anything that would merit further compensation.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 July 2023.

Bridget Makins
Ombudsman