

The complaint

Miss B complains that Startline Motor Finance Limited (“SMF”) did not treat her appropriately when she began to experience financial difficulties when she was a vulnerable consumer.

What happened

I set out below Miss B’s version of events and also SMF’s version of the same events.

Miss B’s version of events

Miss B entered into a hire purchase agreement with SMF in August 2018. Under this agreement SMF provided Miss B with a used car. The agreement was due to last for 60 months, the total amount payable under the agreement was around £8,5000 and the monthly repayments were around £130 per month.

In May 2020 Miss B began to experience financial difficulties this coincided with the start of lockdown precipitated by the Covid-19 Pandemic. Initially, Miss B told us that, despite the timing, these financial difficulties were not due to temporary payment difficulties that she experienced solely due to the coronavirus pandemic. Rather her financial difficulties were solely down to domestic abuse including economic abuse on the part of her then partner. Specially, Miss said, *“after lockdown my relationship became very abusive..... I was struggling due to financial abuse (money being taken which was needed for bills and living)”*.

In May 2020, Miss B contacted SMF for help and it agreed to defer her monthly repayments for two months.

However, Miss B’s money troubles were so acute that she was unable to continue to insure the car as she was obliged to do under the terms of her agreement with SMF. But Miss B did not tell SMF at the time, that she was no longer insuring the car.

In August 2020 the car was damaged due to a fire which Miss B suspected had been started deliberately. Miss B had no insurance cover in place to deal with this. Miss B reported the fire damage incident to the police.

Further, despite intending to restart repayments in full, after the payment deferral ended, she had been unable to do so on a consistent basis and fell into arrears.

Moreover, Miss B had moved home in August 2020 due to the car being set on fire. This move was unplanned and sudden, and Miss B had to live in temporary accommodation in several different locations until she finally relocated to a permanent home, many months later.

Miss B tells us that in May 2020 she fully explained her situation to SMF and therefore she expected it to take her situation into account and respond appropriately. But instead of helping her, in May 2020 it took no account of what she’d told it about economic abuse and the impact it was having on her. In addition, from November 2020 onwards it pursued her for repayments sometimes in a heavy-handed way and ignored her attempts to set up a repayment plan.

In March 2022 without any warning SMF added £1,000 to her debt. This was the fee it charged to send a collection agent out to recover the car. It is entitled to charge this fee under the contract. However, notwithstanding this, Miss B considers that it was unfair for

SMF to charge her for this given what had happened to the car and given what it knew of her circumstances

Moreover, from May 2020, Miss B had told SMF she wanted it to contact her by email only, but it insisted on contacting her by phone.

To put things right Miss B wants SMF to work with her to set up an affordable repayment plan so she can pay off the balance owing under the agreement.

SMF's version of events

SMF agrees that Miss B entered into a finance agreement with it in August 2018 on the terms set out above.

SMF also agrees that Miss B did contact it in May 2020. It says though, Miss B was already in arrears before she contacted it in May 2020 asking for a payment deferral and it had previously sent her the required notice of arrears.

In May 2020 Miss B explained that she was struggling financially due to the coronavirus pandemic. But Miss B did not mention domestic abuse including economic abuse by her then partner at this point, (indeed she did not mention domestic abuse including economic abuse at all until she complained to it in August 2022).

SMF's regulator the Financial Conduct Authority (the "FCA") had introduced guidance in April 2020 which was designed to assist consumers who were struggling to make their repayments towards their motor finance agreements. In particular, the guidance was designed to protect consumers by providing them with temporary support in the light of the exceptional circumstances arising out of coronavirus. The guidance was not intended to have any relevance in circumstances other than those related to coronavirus. (The FCA introduced several successive iterations of the guidance, but I'll refer to these collectively as "the guidance"). SMF was obliged to follow the guidance.

In line with the guidance SMF agreed to defer Miss B's repayments for two months in May 2020. But it made it clear to Miss B that she would need to contact it when this deferral came to an end in July 2020. Subsequently, it sent her a letter dated 4 May 2020, in which it reconfirmed the terms of the payment deferral. Amongst other things the letter covered:

- What would happen next.
- What SMF needed to do and what Miss B needed to do.
- What would happen at the end of the payment deferral.
- How and when she would be expected to make up the repayments that had been deferred.

Given all of the above SMF expected Miss B to contact it in July 2020 when the payment deferral ended. Instead SMF heard nothing from Miss B, so it chased her. Between July 2020 and November 2020 it made numerous attempts to contact Miss B but got nowhere until mid-November 2020.

On 13 November 2020 SMF contacted Mrs B via email to tell her it must speak to her about the agreement as she had run up arrears. In response, later on 13 November 2020, Miss B contacted SMF by email to let it know that the car had been damaged by fire in August 2020. It appears she also indicated that the damage would not be covered by her insurance company due to lack of insurance. This was the first SMF had heard about the lack of insurance and the damage to its asset.

Following this, Miss B mentioned to SMF that she was going through what SMF described as "individual circumstances" and requested help from it. In response, SMF told Miss B that if it did not receive the missed repayments and if she did not restart her monthly repayments,

a default would be recorded against her credit file, and she would be asked to hand the car back.

On 17 November 2020 SMF emailed Miss B and told her if the insurance provider had decided not to cover the cost of the damage to the car, then, unfortunately, it would terminate the agreement and she would be held liable for the remaining balance. SMF apologised for the situation she was in and advised Miss B to contact it to discuss this matter further. It heard nothing from her.

On 03 December 2020 SMF emailed Miss B and told her that the agreement had been terminated and a default marker had been registered with the credit reference agencies. SMF told Miss B that it would now have to consider legal action to recover its car and it would seek to recover the costs of this from her as it was entitled to do under their agreement.

On 9 March 2022 SMF tracked down the whereabouts of the car, specifically the car was “*tracked back to*” Miss B’s abusive now ex-partner. The car was declared a write-off.

Miss B complained to it in August 2022. When SMF responded to Miss B’s complaint it indicated it was open to discussing options for Miss B to repay the outstanding balance and told her who to contact. And it pointed out it had always been ready to try and help her manage her repayments, it had told her this on more than one occasion, but she’d not taken it up on its offers. Therefore it did not agree that it had ignored her requests.

Notwithstanding that it had used email to contact Miss B on many of the key occasions, Miss B did not request communications by email only until August 2022. Therefore SMF did not accept that it had not listened to Miss B about how she wanted to be contacted.

For all of these reasons, SMF did not accept that it had done anything wrong and therefore did not uphold Miss B’s complaint.

What happened once Miss B’s complaint was with us

Dissatisfied with SMF’s response Miss B complained to our service.

Once Miss B’s complaint was with us she gave us further details. She said that the domestic abuse which included economic abuse had started in October 2018. She told us again she had told SMF about this abuse in May 2020. She also reiterated that she’d told SMF this was the sole reason why she needed the payment deferral. Moreover, she emailed SMF in November 2020 and told it again about the abuse (at least partially). Moreover, she also told it about the abuse again in phone calls in February 2021 and 2022.

Miss B told us when the payment deferral ended in July 2020 she made a double payment which covered the instalments due for July 2020 and August 2020. Miss B said she had no recollection of SMF trying to contact her between July 2020 and November 2020.

In any event, she no longer had her phone after the damage to the car August 2020 (the phone had been in the car when the fire occurred). Moreover at this point she had moved home. Therefore she would not have received calls or texts to her phone or any mail that went to her former address after that date.

Miss B did not say that she had told SMF about her change of address when she moved. Neither did she say she’d told SMF at the time that she no longer had her phone. Rather, she told us when she contacted SMF on 13 November 2020 she let it know she was no longer at her previous address.

Miss B also expressed concern about the circumstances around the tracing of the car which she wanted to know more about, especially since it seemed connected, in some way, to her abusive ex-partner.

Further, in Miss B’s opinion given that she had told SMF that the car had been damaged beyond economic repair by fire she did not understand why it decided to send tracing agents

to find the car, in any event. Moreover, she thought it ought reasonably to have found a cheaper method of collecting the car, in the circumstances.

One of our investigators looked into Miss B's complaint. He did not recommend that it should be upheld.

SMF accepted our investigator's recommendation, Miss B did not.

Miss B asked for more time to gather information to support her complaint including from third parties who have helped her. In particular, she told us one of these third parties would be able to back up her stance that she told SMF about the abuse in May 2020. Miss B received the extra time she asked for and she sent in further information.

Miss B also told us this about why she had called SMF in May 2020.

"I called Startline in May 2020 to request a payment deferment, whereby the duration of the holiday would be added to the end of the agreement. Although Covid was cited as a reason for the hardship, a full and frank account of domestic violence was also disclosed."

Miss B asked that an ombudsman review her complaint.

I took a look at Miss B's complaint. I decided to uphold it in part. This was different from the outcome that our investigator had recommended. Therefore I thought it was fair to let Miss B and SMF see my provisional findings and make further submissions (if they wanted to) before I made my final decision. Therefore, I issued a provisional decision and I've set out below what I decided provisionally - and why. This forms part of my final decision.

"What I've provisionally 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.

First, I'm very aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. Rather, I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

Miss B and SMF disagree about some of the key aspects of Miss B's complaint. Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Miss B complains, amongst other things, that SMF did not treat her appropriately given that she was a vulnerable consumer. A vulnerable consumer is someone who, due to their personal circumstances, is especially susceptible to harm, particularly when a firm is not acting with appropriate levels of care. It should be noted that being subjected to domestic abuse including economic abuse and therefore requiring financial assistance by way of a payment deferral or other forms of forbearance can be a potential vulnerability.

The FCA expects and therefore we expect firms to provide their customers with a level of care that is appropriate given the characteristics of the customers themselves. The level of care that is appropriate for vulnerable consumers may be different from that for others, and firms should take particular care to ensure they are treated fairly.

SMF does not dispute that Miss B experienced domestic abuse including economic abuse and was therefore a vulnerable consumer by reason of this. Rather it disputes what it knew

about it and when. And it therefore suggests it was not on notice about Miss B's status as a vulnerable consumer until August 2022.

Therefore I have to consider if SMF took particular care to ensure Miss B was treated fairly given her vulnerability, once it knew, or ought reasonably have known Miss B was a vulnerable consumer.

What most likely happened in May 2020

I recognise it can be difficult and painful for a consumer to talk about their experience of domestic abuse. I don't underestimate what Miss B has experienced and further I accept that during the course of the complaint Miss B experienced tumultuous circumstances and as a result she may have got some timelines confused.

Miss B has told us about her situation and sent us information from third parties. On the face of it though, when I review that information in its entirety, there are some inconsistencies about when the domestic abuse was occurring. I have to look at the timelines closely, because this is relevant to what Miss B most likely told SMF and when.

Further, initially Miss B told us that the reason she asked SMF for the payment deferral in May 2020 was solely to do with the domestic abuse. However, later she said the reason for asking for the deferral was also to do with financial difficulties she experienced due to the coronavirus pandemic. Therefore she has not been consistent in what she has told us about why she asked for the payment deferral in May 2020.

Miss B has also mentioned that she expected that the term of her agreement would be extended so that she'd be permitted to repay the payments she'd deferred during the extended term. This was a solution that was offered as part of the guidance, it is not a solution that was generally available before the guidance took force. Meaning I think it is likely SMF would only have offered this solution if Miss B had told SMF that her payment difficulties were due to extraordinary circumstances caused by the coronavirus pandemic.

I also note that the letter from SMF in which it confirms the terms of the payment deferral follows the rules set out in the guidance. On balance, I don't think SMF would have applied the guidance unless Miss B told it she was experiencing financial difficulties due to the exceptional circumstances arising out of the coronavirus pandemic.

Moreover, I'm satisfied that if Miss B had told SMF about the domestic abuse in May 2020 there would most likely be some mention of this in its records and/or its letter of 4 May.

For all of these reasons, on balance I don't find that Miss B most likely told SMF about the domestic abuse in May 2020. It follows, that I cannot fairly or reasonably hold SMF to account for not treating her as a vulnerable consumer from this point onwards.

What most likely happened in November 2020

That said, both Miss B and SMF agree they were in contact with each other in November 2020. Moreover, Miss B says she disclosed something of the circumstances that made her vulnerable to SMF at this point (that is on 13 November). I take on board by this point Miss B's car had been destroyed by fire and she had moved because of this. So I find it likely she would want to tell SMF about these events and her wider circumstances.

SMF says Miss B told it on or around 13 November 2020 that she was going through "individual circumstances". (it is not entirely clear from SMF's records if she told it about her individual circumstances via email or via a phone call, but I don't think that matters) I take on board that individual circumstances could have many different meanings here, but I think this shows that, on balance, Miss B did share the information she says she shared with SMF at this point. And therefore from this time onwards SMF was on notice that Miss B was a vulnerable consumer.

As far as I can see SMF did not treat Miss B as a vulnerable consumer from on or around 13 November 2020. For example, if it had a policy for vulnerable consumers it did not apply it, and if it had a specialist team to deal with vulnerable consumers it did not refer her to it.

Moreover, even if it had none of these options available to it, it should have taken particular care to ensure Miss B was treated fairly given her vulnerability and it didn't. I cannot see that it asked her more about her circumstances or tried to establish her financial situation or suggested how it might be able to assist taking her vulnerability into account.

In other words, I don't think SMF provided Miss B with a level of care that was appropriate given the characteristics of Miss B's vulnerability. And I think this would most likely have been very distressing for Miss B given her circumstances. I think it is fair and reasonable she should be compensated for this. I'll talk below about more instances where I think SMF let Miss B down given her vulnerability and also about how much compensation she should get.

The guidance

Miss B was not only a vulnerable consumer she was also it seems a consumer who was impacted by the very particular circumstances created by the covid pandemic. Therefore she was entitled to the protection of the guidance. I say this because, in her most recent version of events, Miss B told us she did tell SMF that she was experiencing financial difficulties due to the Covid pandemic. SMF also tells us it thought Miss B was experiencing temporary financial difficulties due to circumstances arising out of the coronavirus pandemic. Therefore, the guidance applied. As a result, I've looked at whether SMF applied the guidance correctly.

It's also relevant to note here that the guidance set out that in applying the guidance businesses needed to take particular care to take account of the needs of vulnerable customers.

Prior to granting the payment deferral SMF had to assess whether it was in Miss B's best interests. From what SMF says it knew of her situation I am satisfied that the payment deferral was in Miss B's best interests. SMF gave Miss B a deferral for two months and set out clearly the terms of the payment deferral this was in line with the guidance.

I'll note for completeness that SMF tells us it expected Miss B to contact it at the end of the payment deferral. The guidance though put the onus on it to contact Miss B at the end of the deferral period. But in turn she was expected to respond to its contact. Which she did not, so this is by the by.

Miss B would have been entitled to a further payment deferral in July 2020 (she could have had up to six months in total of payment deferrals) if she was still experiencing financial difficulties due solely to the impact of the coronavirus pandemic.

Further, I've already found that from November 2020 SMF ought reasonably to have known Miss B was a vulnerable consumer. It had to take this into account too in applying the guidance.

That said, from the information I've seen, Miss B would have been unable to resume her monthly payments for some considerable time if at all, even if she had had six months of payment deferrals. Further, it seems she would not have been able to make reduced payments either beyond token payments. And SMF would have known this from its contact with Miss B on or around 13 November 2020.

For all of these reasons, I'm not satisfied therefore that a further deferral would have been in Miss B's best interests. In any event, there would have been no point in continuing to defer repayments because the car had been destroyed at this point, so the best solution was to terminate the agreement and work out a way for Miss B to make repayments.

It follows I've no proper basis for saying SMF acted unfairly in not offering Miss B a second payment deferral in line with the guidance even taking account of Miss B's status as a vulnerable consumer.

Financial difficulties not due to the exceptional circumstances caused by the coronavirus pandemic

Alternatively, if I accept Miss B's initial stance that she was vulnerable due to domestic abuse that included economic abuse and that caused her financial difficulties then SMF was obliged to consider provisions that would normally apply to a consumer in arrears. Amongst other things SMF had to treat her fairly and appropriately given it knew or ought to have known from on or around 13 November 2020 that Miss B was particularly vulnerable. And I would have expected it to have treated her with forbearance and due consideration.

Forbearance in this context could include for example the firm considering suspending, reducing, waiving or cancelling any further interest or charges, deferring payment of arrears or accepting reduced or even token payments for a reasonable period of time.

But I note by this time the car had already been damaged by fire and could no longer be used so continuing with the agreement to allow Miss B use of the car was not a realistic option. Plus the failure to insure the car and the damage to the car too were events which allowed SMF to terminate the contract immediately under the terms of the contract. As a result, bringing the agreement to an end in the way that cost Miss B the least seems as if it would, on balance, have been the most appropriate option.

That said, I've also thought about whether SMF is acting fairly in asking Miss B to pay the balance on an agreement for a car that has been destroyed. Especially given Miss B has told us she could not pay the insurance due to economic abuse.

Normally Miss B would be expected to pay for the balance if the insurance did not cover the loss. And whilst I sympathise with her situation as a vulnerable consumer, I don't think I can fairly and reasonably say here SMF must take this loss. I say this because I've found that at the point the car was not insured and damaged, SMF did not know, and neither ought it reasonably to have known about the lack of insurance and Miss B's vulnerable status. It follows I've no proper basis to say that SMF must take responsibility for a loss that flowed from Miss B being unable to insure the car.

In any event, it seems that Miss B accepts it was appropriate to end the agreement and ask her to pay the balance, she just thinks she should not have been asked to pay all of the remaining balance up front.

Miss B indicates SMF ignored her offers to set up a repayment plan. SMF indicates that Miss B ignored its offers of help, to look into repayment options. I see no pattern of Miss B making offers to pay and being ignored. I can also see from its letters that SMF did offer to talk to Miss B about repayment options before it defaulted the account. And some of these letters appear to have been sent to Miss B before she moved and also before she told SMF she'd moved therefore I can't fairly say SMF is at fault if she did not receive these letters. So I don't agree that SMF ignored attempts by Miss B to set up repayment plans.

That said, whilst SMF did say it would be willing to look into a repayment plan in general. I don't think it provided Miss B with the level of care that her vulnerability required as I said above. For example, from on or about 13 November 2020, in its communications with her it talked about the need for her to repay it, but it did not acknowledge her circumstances. It demanded full payment in one go, even though it ought reasonably to have known that just was not going to be possible for Miss B. Moreover, it could have offered a more appropriate tone in its communications. I can understand why at times Miss B found its communications heavy-handed.

The default

I've looked at whether SMF acted fairly in defaulting Miss B's account. I've looked very closely at this not least of all because Miss B tells us this default has had an adverse impact on her professional life. That said, I am not persuaded that Miss B could have avoided the

default. I know that Miss B has not asked for this to be removed. But I think it is fair and reasonable in the circumstances to look at whether it was fair that this was applied.

The reason I say I don't think the default could have been avoided is because I've looked at the individual circumstances of Miss B's complaint and the relevant rules and guidance which includes the "Principles for the Reporting of Arrears, Arrangements and Defaults at Credit Reference Agencies" issued by the Information Commissioner's Office ("the principles").

The principles make it clear that the information on a credit file must be fair, accurate, consistent, complete and up to date. With regards to default, the principles provide an account can be defaulted if it is at least three months in arrears, as was the case here when the account was defaulted, (even if I don't count the months when Miss B had a payment deferral because under the guidance they should not have been counted as arrears).

In any event once the car was destroyed this by itself was enough to permit SMF to terminate the agreement.

Further, I don't think Miss B could have avoided the default by offering a repayment plan, when the deferral ended or when Miss B and SMF spoke in November 2020, I say this because I don't see anything that suggests Miss B would have been able to set up and keep to a repayment plan. For example, I note, that in February 2021, Miss B offered to make very low repayments because that was all she could afford. If that was her situation in February 2021 I think she'd have most likely been in the same situation in November 2020. In any event, SMF would not have been obliged to accept her token payments as a repayment plan. And even if it did accept the token payments that would not have meant it could not have recorded a default.

So even taking account of Miss B's vulnerability that SMF was on notice about from on or about 13 November 2020, I see no way that Miss B could have avoided the default.

Charge for the recovery of the car

I've got very little information about the recovery of the car. It is not clear why it took SMF so long to find the car and declare it a write-off. It seems it only found the car in March 2022 although Miss B told it about the car damage November 2020. And it also seems that the location of the car was in some way connected with the location of Miss B's abusive ex-partner.

That said, I accept that the obligation to pay the car recovery fee was agreed to by Miss B when she entered into the agreement. Further, I think it is reasonable to assume, as a starting point, that when a person reads and signs an agreement – they understand the terms of the agreement and they are agreeing to be bound by them.

I also think it is reasonable that SMF recovered its asset, even if the car was no longer useable, it was still SMF's responsibility to recover it.

However, I also find it likely that Miss B's living circumstances were very up in the air during this period and that she had difficulty keeping in contact with SMF, for very understandable reasons that were not her fault. And I think SMF ought reasonably to have known this taking into account what it ought to have known about Miss B's vulnerability. I think it is likely that if the parties had been able to contact each other more easily it is unlikely the recovery fee would have been anywhere near as high. In the circumstances, therefore, I think it is fair and reasonable that SMF must waive the recovery fee and stop seeking to recover it from Miss B.

Email contact

I think it is likely that if Miss B had asked SMF to contact her only by email then it would have noted this. It had no reason to ignore this simple request. Moreover, if Miss B had had to ask SMF repeatedly to contact her by email only, I'd have seen her making this request time and

again in her emails to it and I've not seen that. In the circumstances, therefore I don't find it likely that Miss B asked SMF to contact her via email only and it ignored her requests.

Distress and inconvenience

As I mentioned above, I think from on or around 13 November 2020 SMF was on notice that Miss B was a vulnerable consumer. I've also set out above where I think SMF let Miss B down by not taking account of her vulnerability in its dealings with her.

It was not until August 2022 that it appeared to understand and accept her situation. That was a long time for Miss B to be trying to get it to listen to her. I am satisfied that SMF's actions had all the more impact on her because of the wider difficult circumstances she was facing. I am satisfied this caused Miss B distress and inconvenience and that £950 is a fair and reasonable award in the circumstances.

Repayment plan

Miss B seems to have got back on her feet financially at least to some extent. Miss B says she wants to repay the debt and wants a repayment plan. SMF says it is willing to set up a repayment plan. Therefore the parties need to contact each other directly to try and set this up. Miss B may want to consider if SMF should use the £950 to help reduce her debt with it. But this is entirely up to Miss B. If she wants it to pay her the £950 instead then she is entitled to make that choice.

My provisional decision

My provisional decision is that Startline Motor Finance Limited must:

- Waive the fee it has charged Miss B for the recovery of the car and stop pursuing her for this.*
- Pay Miss B £950 for distress and inconvenience.*

It must pay the £950 within 28 days of the date on which Miss B accepts my final decision. If it pays later than this it must also pay interest on the £950 from the date of the final decision until the date of payment at the rate of 8% simple per year.

If it considers it is legally required to deduct income tax from that interest, it must send a tax deduction certificate with the payment so that Miss B can reclaim the tax if she is able to.

Miss B should refer back to SMF if she is unsure of the approach it has taken and both parties should contact HM Revenue & Customs if they want to know more about the tax treatment of this portion of the compensation."

Both Miss B and SMF responded to my provisional decision. Miss B responded to say she was happy with my provisional decision. She asked that the £950 be used to reduce her debt with SMF. Miss B also made a proposal for paying off the debt. Miss B also sent us information which she suggested meant SMF should have been aware she was being domestically abused from August 2019. SMF responded to ask if Miss B had responded to my provisional 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.

I thank Miss B and SMF for their responses to my provisional decision. I've reviewed the file again and revisited my provisional decision.

I've seen that Miss B would like the £950 to be used to reduce her debt, so I would expect SMF to do this.

I've thought about the new information Miss B sent us, but that information is not detailed enough, and I don't know enough about the context to be able to say it persuades me that in August 2019 she put SMF on notice about the domestic abuse she was experiencing. And that information in any event does not mention anything about economic abuse.

The response to my provisional decision has not persuaded me that I should change either the conclusions or the reasoning I reached in that provisional decision. It follows that I've reached the same conclusions for the same reasons as I did in my provisional decision.

Miss B wants to set up a repayment plan. Miss B needs to agree this with SMF. However, SMF is now on notice that Miss B wants to do this, and it is expected to make it easy for her to contact it. Therefore please can it confirm who Miss B needs to contact and we will pass on these details to her.

I appreciate that dealing with some of this complaint may have meant raking up very painful past memories for Miss B. That was not the intention of this service. I want her to know we only looked at things so closely and asked her for the information we asked for, because it was necessary for us to do this in order to be able to fairly investigate her complaint.

My final decision

My final decision is that Startline Motor Finance Limited must:

- Waive the fee it has charged Miss B for the recovery of the car and stop pursuing her for this. To be clear it must treat Miss B as if she does not owe this fee.
- Pay Miss B £950 for distress and inconvenience and it must not pay her this sum directly, rather it must take the £950 off the balance that she owes it.
- Just so there is complete transparency once the fee has been waived and the £950 has been taken off the balance Startline Motor Finance Limited must contact Miss B to let her know the new balance.

It must use the £950 to reduce the balance within 28 days of the date on which Miss B accepts my final decision. If it applies the £950 to the balance later than this it must also pay interest on the £950 from the date of the final decision until the date it applies the £950 to the balance at the rate of 8% simple per year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 6 October 2023.

Joyce Gordon
Ombudsman