

The complaint

Mr E complains about charges SECURE TRUST BANK PUBLIC LIMITED COMPANY trading as Moneyway (who I'll call Secure Trust) asked him to pay after he voluntarily terminated a finance agreement with them

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr E entered into a hire purchase agreement with Secure Trust for a car which he later voluntarily terminated.

After termination Secure Trust asked him to pay £170 as they said the service history was missing.

Mr E didn't think the charge was fair because the vehicle passed an MOT shortly before collection with no advisories, and an independent inspection did not identify any damage defects or deterioration beyond reasonable wear and tear. He said the charge relied upon an assumption that missing service records automatically meant the car was not properly maintained and he didn't agree with that.

Secure Trust said the agreement required the vehicle to be maintained in line with manufacturer guidelines and that a full-service history was expected. They explained that the absence of that history meant the car was not maintained as required and the charges were therefore payable.

When Mr E referred his complaint to this service our investigator didn't think Secure Trust had been unreasonable. But Mr E disagreed and he asked for a final decision by an ombudsman.

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 agree with the investigator's view of this complaint and for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I have considered the relevant law including sections 99 and 100 of the Consumer Credit Act

1974 which limit consumer's liability following voluntary termination to a failure to take reasonable care of the goods.

I am persuaded that Secure Trust have shown that Mr E did not meet the required standard of care under the agreement. The agreement required the car to be maintained in line with the manufacturer servicing schedule, and this is also reflected in industry guidance such as that issued by the British Vehicle Rental and Leasing Association (BVRLA).

The car covered close to 18,000 miles during the agreement, but no service history has been provided for that. Given the manufacturer's requirement for servicing at regular intervals, I think it is more likely than not that the car was not maintained in accordance with those requirements.

While I acknowledge the vehicle passed a recent MOT and the inspection did not identify physical damage, I don't think that demonstrates that the car was properly maintained throughout the agreement. An MOT is a snapshot of roadworthiness at a particular point in time and does not evidence that servicing has been carried out in line with manufacturer guidance.

In those circumstances, I think it was fair for Secure Trust to decide that the absence of service history indicated the vehicle was not properly maintained and that amounted to a failure to take reasonable care.

I am also satisfied that the charge applied was in line with the terms and conditions of the agreement and reflected the impact that a missing service history could have on the resale value of the car.

I'm not, therefore, asking Secure Trust to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 6 May 2026.

Phillip McMahon
Ombudsman