

complaint

Mr E complains that the individual voluntary arrangement (IVA) he has with Money Debt And Credit (Financial Services) Ltd was wrongly sold.

background

Mr E entered into an IVA with Money Debt and Credit, on the basis that all of his creditors were included in the arrangement. He later discovered that one of his secured creditors was not included. Mr E considers the arrangement was wrongly sold.

The adjudicator did not recommend the complaint should be upheld. She accepted that the debt in question had been included in the IVA proposal that Mr E had signed. She was satisfied, however, that at the time of the proposal Mr E knew the debt was in the process of being secured against his property. However, she did not find that Mr E had told Money Debt and Credit about this. As such, she did not find that Money Debt and Credit had acted incorrectly, and was satisfied that the terms of the IVA did not apply to secured creditors.

Mr E responded to say, in summary, that he considered Money Debt and Credit could have done more to clarify the position, and asked for his complaint to be reviewed.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

Having considered the available evidence, I consider it reasonable for Mr E to have known that the debt in question was in the process of being secured against his property. On balance, however, I am not persuaded that he made Money Debt and Credit aware of this.

I can see why Mr E might consider Money Debt and Credit should have checked the position more thoroughly. I am mindful, however, that by signing the IVA proposal, Mr E acknowledged that he was responsible for its contents, and that to the best of his knowledge and belief the details were correct. On balance, therefore, I am not persuaded that Money Debt and Credit was responsible for the fact that the secured debt was included in the IVA proposal in error.

In addition, I am satisfied that the terms of IVA do not apply to secured creditors.

When I take account of the evidence overall, therefore, I am not persuaded that there are any reasonable grounds on which I can uphold Mr E's complaint.

my final decision

My decision is that I do not uphold this complaint.

Caroline Stirling
ombudsman