

complaint

Mr B complains that Black Horse Limited recorded incorrect information on his credit file, and has said he is in arrears when this is not the case.

background

Mr B entered into a hire purchase agreement with Black Horse in July 2008 for the purchase of a car. He originally chose one vehicle but this was swapped for a different model.

Mr B is unhappy as the credit agreement he has with Black Horse records the registration number of the first car he chose, rather than the one he swapped it for several days later. Mr B is also unhappy that Black Horse is saying that he has not made all the payments that are due under the agreement. Mr B says that he has paid all the sums owing. These have not been recorded due to Black Horse's failure to manage his account properly.

Mr B complained to Black Horse. It refunded some of the charges it had applied to his account. It says however that there are outstanding payments due from Mr B under the agreement. Mr B was not happy with this response and brought a complaint to us to consider.

The adjudicator did not recommend that the complaint should be upheld. He considered that it was not the standard practice of Black Horse to reissue a new credit agreement when a car is swapped for another one. The adjudicator explained that we cannot make rulings on whether agreements are unenforceable.

The adjudicator considered that Black Horse's records showed that Mr B had not made all the payments due under the agreement. As a result, it was fair for Black Horse to add interest and charges to his balance.

Mr B is not happy to accept the adjudicator's recommendation. He says, in summary, that the agreement should refer to the specific item being financed. Further he has made all the payments due under the agreement, but Black Horse has not allocated them to his account.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

unenforceable agreement

As the adjudicator has explained, we are not a court of law. Our role is to try to settle disputes between a consumer and a financial business by deciding what is fair and reasonable in a particular case.

Mr B says that the hire purchase agreement is unenforceable as it contains the wrong registration number. This was the car Mr B originally chose before swapping it several days later for another model. Given the role of our service, I am unable to make a decision on whether this incorrect information means that the agreement is unenforceable.

I find that it is fair and reasonable for Black Horse to be able to rely on the terms of the agreement that Mr B signed, and apply them to the car that he actually had the use and

benefit of. I am aware that Mr B strongly feels that this should not be the case. He is free to choose not to accept my decision, and to take his complaint to a court to allow it to decide on the legality of the agreement.

arrears

Mr B says that the record Black Horse has kept detailing the payments he has made is not correct. It does not note all the sums he has paid to it. Mr B has been asked to produce evidence that he made all the payments due under the agreement. He has not done this. Because of this I am not persuaded that all the sums due under the agreement have been paid. I consider that it is reasonable for Black Horse to ask him to pay the outstanding sums. I also think it is reasonable for Black Horse to record the missed payments on Mr B's credit file.

my final decision

My decision is that I do not uphold this complaint.

Rosemary Lloyd
ombudsman