

complaint

Miss M complains that Moneybarn No. 1 Limited has terminated her conditional sale agreement and repossessed the car that had been supplied to her under it. She also complains about the amount that it says she owes to it.

background

The details of this complaint are well known to both parties and have been set out by the investigator - so I won't repeat them again here. Instead, I'll focus on giving the reasons for my decision.

my findings

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 agree with the conclusions reached by the investigator for these reasons:

- a used car was supplied to Miss M under a conditional sale agreement with Moneybarn that she signed in October 2015 – she agreed to make 59 monthly payments of £371.51 for the car;
- Miss M didn't make all of those payments and Moneybarn accepted some reduced payments from her in 2017 but it says that her account was over three months in arrears in October 2017 so it sent her letters in November and December 2017 which explained her options for ending the agreement;
- Miss M says that she didn't receive those letters because she'd moved - but I've seen no evidence to show that she'd notified Moneybarn of her change of address so I consider that it was reasonable for it to send those letters to the address that it held for her;
- Moneybarn says that it tried to contact Miss M without success and her account went further into arrears so it sent her a default notice in May 2018 but she didn't take the action set out in that notice;
- Moneybarn then terminated the conditional sale agreement in June 2018 and it obtained a court order in October for it to repossess the car, it appointed agents to repossess the car and the car was then sold at auction after it had been repossessed and the proceeds of sale were credited to Miss M's account;
- I sympathise with Miss M for the financial and other difficulties that she's experienced, but I'm not persuaded that there's enough evidence to show that Moneybarn has acted incorrectly in these circumstances;
- she didn't make the payments required under the agreement, it accepted reduced repayments from her and then explained her options for ending the agreement, it sent her a default notice before terminating the agreement and obtained a court order before repossessing the car – I consider those actions to have been fair and reasonable in the circumstances;
- I consider that Miss M remains liable for the outstanding balance of her account which Moneybarn has calculated in accordance with the terms of the agreement that were accepted by her and I'm not persuaded that there's enough evidence to show that Moneybarn has calculated that balance incorrectly;

- I find that it wouldn't be fair or reasonable for me to require Moneybarn to reduce or waive that balance, to pay any compensation to Miss M or to take any other action in response to her complaint; and
- I suggest that Miss M contacts Moneybarn to try to agree an affordable repayment arrangement for the amount that she owes to it and it's required to respond to her financial difficulties positively and sympathetically.

my final decision

My decision is that I don't uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 20 December 2020.

Jarrold Hastings
ombudsman