

complaint

Mr T complains that Moneybarn No.1 Limited has not accepted his offer of payment for a car and wants Moneybarn to accept his offer. Since Mr T brought his complaint to this service, Moneybarn has repossessed the vehicle.

background

Mr T bought a car on a conditional sale agreement with Moneybarn. Mr T brought a complaint to this service in late 2011 about the date each month he was asked to make payments and Moneybarn agreed – after this service became involved – to accommodate his request. Mr T then had problems at work and with illness and fell behind on repayments. Moneybarn asked him to make up the arrears. Mr T says it was asking him to pay too much and complained to this service.

Whilst this service was considering his complaint, Mr T fell further behind on payments and Moneybarn repossessed the car.

The adjudicator did not recommend that this complaint should be upheld. He concluded that Moneybarn had repossessed the car in accordance with the terms and conditions of the credit agreement and that its reasons for doing so were valid.

Mr T has responded to say, in summary, that he disagreed with the adjudicator.

my findings

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

Mr T has had problems meeting repayments on the car for some time. To help him, Moneybarn allowed him to change the date of repayments twice, although Mr T does not appear to have taken advantage of the second change.

Mr T says he had problems at work and was then ill. He says he offered to make reasonable payments on the car but Moneybarn would not accept them, insisting instead on a payment he could not afford. Mr T complained to this service and during the process, Moneybarn repossessed the car. It said that as Mr T had a reduced income but the same outgoings, that it had suggested he sell the car and come to an agreement about any shortfall. Mr T did not want to do that.

It also explained to us that Mr T was so far in arrears that he would only catch up his payments just before he was due to finish paying for the car. It said that this was unacceptable for both parties given that the value of the car was reducing all the time. It eventually issued a default notice to Mr T when he was about five months in arrears and repossessed the car when he made no further payment.

I have seen the terms and conditions and the credit agreement and I am satisfied that Moneybarn acted in accordance with these. Moneybarn was obliged to respond positively and sympathetically when it knew Mr T was suffering from financial difficulties – but that does not mean that it had to accept an offer made by Mr T if that did not meet Moneybarn's minimum requirements. Moneybarn was also entitled to take into account how Mr T had conducted his account since it started, and it says that the relationship has always been

unsatisfactory. I am satisfied that Moneybarn did not act unreasonably when it took the action it did.

my final decision

My decision is that I do not uphold this complaint

Susan Peters
ombudsman