

complaint

Mr P complains about the way Clydesdale Financial Services Limited, trading as Barclays Partner Finance (“BPF”), has handled the arrears on his account. He says it tried to possess his car without notice. He says he now wants the agreement cancelled and all payments refunded to him. The complaint is brought on his behalf by his mother.

background

Mr P signed a conditional sale agreement in March 2015 for the purchase of a second hand car. In July 2016 his direct debit payment was returned and no payment was made in August. BPF sent a notice of default. When Mr P contacted it, it agreed a temporary repayment plan – for two months Mr P would pay an additional £50 to pay off the arrears. He didn’t contact BPF in October as agreed so BPF sent a termination notice. It unsuccessfully tried to possess the car in November. His mother says BPF wouldn’t speak to her about the arrears, even though her son had authorised her to act on his behalf.

Our investigator didn’t recommend that the complaint should be upheld. She concluded that BPF had acted in line with the terms of the agreement, and was entitled to possess the car.

Mr P didn’t agree. His mother said, in summary, that:

- A repayment plan was in place, but BPF cancelled the direct debit. It shouldn’t have put a plan in place if it was going to possess the car anyway.
- Mr P didn’t receive the notice of default or the termination notice and there’s no evidence that these were sent.
- BPF knew Mr P was unwell.
- BPF sent a letter of arrears in January 2017, after it’d tried to possess the car and after Mr P had complained. This reflected that a payment plan was in place and said it wasn’t asking for full payment of the arrears.
- BPF provided poor customer service when Mr P complained.

my findings

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Mr P missed two monthly payments – his July 2016 direct debit was returned and no payment was made in August. BPF sent him a notice of default and asked him to repay the arrears by 15 September. When Mr P’s mother spoke to BPF at the end of August to explain why the payments had been missed, BPF agreed to a temporary repayment plan. I find that it acted fairly and reasonably in allowing Mr P to make some payment towards the arrears for two months when, under the terms of the agreement, it was entitled to demand repayment in full. The two month plan could’ve given Mr P the breathing space he needed to repay the remaining arrears.

Mrs P says she understood the plan was to repay an additional £50 a month until the arrears were repaid. I haven't seen enough evidence for me to conclude this was the case. BPF's record of the phone conversation says that it told Mrs P she would need to contact it again by 26 October 2016 (the date the second payment was due) to discuss repayment of the remaining arrears. It's possible BPF would've agreed to extend the repayment plan, depending on Mr P's circumstances. When Mrs P contacted it on 5 November, she explained why she hadn't phoned by 26 October. So it seems to me that she knew Mr P was required to make contact by that date.

Mr P wasn't able to repay the arrears in full, so I find that BPF acted in line with the terms of the agreement. It has provided enough evidence to satisfy me that it sent Mr P a notice of default and a termination notice. So it's entitled to possess the car.

Mr P has raised concerns about the way BPF handled his complaint. When Mrs P called on his behalf, BPF said it didn't have authority to speak to her and a manager didn't call her back as promised. I understand this will have been frustrating for Mrs P – she says she'd completed a third party authority form. But unfortunately this wasn't received by BPF and it couldn't speak to Mrs P without Mr P's authority to do so. BPF apologised that she didn't receive a call back from a manager as promised. I find it could've provided better customer service, but this does not change my overall conclusion.

my final decision

For the reasons I've explained, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 June 2017.

Elizabeth Dawes
ombudsman