

complaint

Mrs C complains that she was given incorrect information by Clydesdale Financial Services Limited, trading as Barclays Partner Finance, about ending her fixed sum loan agreement.

background

Mrs C used a fixed sum loan agreement with Barclays Partner Finance, that was signed in February 2014, to pay for a car. She says that she asked Barclays Partner Finance for a settlement figure in February 2018 and that she was told that she could either pay the outstanding amount of £5,848.67 or return the car. So she says that she decided to return the car and she bought another car. But she says that she was then told by Barclays Partner Finance that she couldn't return the car. She complained to Barclays Partner Finance and it paid her £50 because of the incorrect information that she'd been given. And it also gave her an extra month to make the final payment of £5,848.67 – which Mrs C paid at the end of March 2018. But Barclays Partner Finance also refunded a monthly payment of £274.67 and the completion fee of £199 to Mrs C. She wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. He agreed that Mrs C was given incorrect information during the phone call in February 2018 but he said that that was at odds with all of the information that she'd been given previously - and she'd been told that handing the car back wouldn't be an option. He said that Barclays Partner Finance had offered more in compensation than he would've recommended in these circumstances - so he said that he wouldn't be asking it to pay any more to Mrs C.

Mrs C has asked for her complaint to be considered by an ombudsman. She says, in summary, that:

- she was given conflicting information by Barclays Partner Finance about returning the car and settlement amounts;
- she'd previously been told that she couldn't hand the car back during the agreement – but not that she couldn't hand it back at the end of the agreement;
- she didn't cancel her direct debit for a payment but Barclays Partner Finance didn't take it and didn't tell her that it wouldn't be taking the payment;
- she's had to make lots of calls to Barclays Partner Finance;
- based on what she was told, she sold her car to meet the cost that was due as she needed to get the finance cleared;
- she acknowledges that Barclays Partner Finance has paid her money but she says that it doesn't compensate her for the stress and distress that she's been caused;
- it should pay her £200 to compensate her for the hours that she's spent dealing with this situation; and
- the only reason that Barclays Partner Finance wrote-off a monthly payment and the completion fee was because she'd made a complaint to this service.

my findings

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

Barclays Partner Finance accepts that it gave Mrs C incorrect information about her option to return the car at the end of her agreement. It apologised for that and paid her £50 compensation. It also gave her an extra month to make the final payment of £5,848.67.

But Mrs C had entered into a fixed sum loan agreement which she used to buy the car. So she owned the car and had no right to return the car when the loan ended. I consider that it was clear from the loan agreement that she had to make 48 monthly loan repayments of £274.67 and a final payment of £5,574 plus a completion fee of £199. And I consider that it was also clear from the loan agreement that she didn't have an option to return the car at the end of the agreement.

Barclays Partner Finance has provided evidence to show that Mrs C had contacted it four times during the term of the agreement about the car – and each time she'd been told that she had no right to return the car. So although Mrs C was incorrectly told in February 2018 that she had an option to return the car, I consider that she knew – or ought reasonably to have known – that she didn't have a right to return the car.

Mrs C made the final payment of £5,848.67 in March 2018. And in addition to the £50 compensation that it had paid to Mrs C, Barclays Partner Finance also refunded a monthly payment of £274.67 and the completion fee of £199 to Mrs C. So she received total compensation of £523.67 from Barclays Partner Finance.

Mrs C will have been caused some distress and inconvenience by the incorrect information that she was given. But £523.67 is more than I would've required Barclays Partner Finance to pay to Mrs C to compensate her for that distress and inconvenience. So I find that it wouldn't be fair or reasonable in these circumstances for me to require Barclays Partner Finance to pay any more compensation to Mrs C – or to take any other action in response to her complaint.

my final decision

For these reasons, my decision is that I don't uphold Mrs C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 1 March 2019.

Jarrold Hastings
ombudsman