

## **complaint**

Mr P complains that he wasn't made aware of the arrears on his account in a timely manner by Moneybarn No. 1 Limited and about other issues with the way that it's dealt with his account.

## **background**

A used car was supplied to Mr P under a conditional sale agreement with Moneybarn that he signed in January 2017. He agreed to make monthly payments of £168.71 but he didn't make all of the payments that were due. He complained to Moneybarn in June 2018 that it hadn't made him aware of the arrears on his account and other issues. He wasn't satisfied with its response so complained to this service.

The adjudicator didn't recommend that this complaint should be upheld. He hadn't seen evidence to show that Moneybarn didn't inform Mr P of the arrears on his account in a timely manner and he said that Mr P was given the option to complete an income and expenditure form and set up a payment plan. He recommended that a payment plan be set up so as to reduce the level of arrears and he thought that Moneybarn had acted fairly and in line with its terms and conditions.

Mr P has asked for his complaint to be considered by an ombudsman. He has responded to the adjudicator's recommendations in detail and has identified ten issues in his response, including that Moneybarn didn't contact him about the arrears until early 2018 when they were more than £500, it didn't collect his direct debit and wasn't helpful to him. He also says that he thinks that the figures provided by Moneybarn are wrong and that it hasn't confirmed where those figures have come from.

## **my findings**

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

It's clear that Mr P feels strongly that Moneybarn hasn't dealt with his account correctly and that it didn't inform him about the arrears on his account in a timely manner. Mr P entered into a conditional sale agreement with Moneybarn in January 2017 and agreed to make monthly payment is of £168.71. Mr P says that the payments were to be collected on the 30th day of each month.

Moneybarn has provided the statement of account for Mr P's account which shows the payments that have been made to it. It shows that direct debit payments of £168.71 were made in February, March, April, August, September, October and November 2018 and February, March, April, May and July 2019 and that he also made card payments of £70 in May 2017, £98.71 in June 2017 and £168.71 in each of August and September 2018. The statement also shows that direct debits payments "bounced" in July 2017 and January and August 2018. So on that basis, the required monthly payment wasn't received in May, June, July and December 2017 and January and June 2018.

Moneybarn's account notes show that it contacted Mr P about his missed payment by e-mail and text message in May 2017 and that it had a phone conversation with him about it. Those notes also show that it contacted Mr P about his missed payment in July 2017 and that it had another phone conversation with him about his payments. Moneybarn has also provided a

copy of the arrears letters that were sent to Mr P in January and June 2018 which showed that the arrears on his account were £502.13.

I've seen no detailed evidence to show that the information shown on the statement of account is incorrect. And I consider that Moneybarn has taken reasonable steps to contact Mr P about his missed payments. Mr P was responsible for ensuring that his payment was made each month and he would've known (or ought reasonably to have known) from his bank statement that his direct debit payments hadn't been made and that his account was in arrears.

Moneybarn has asked Mr P to provide it with information about his income and expenditure so that a payment plan can be agreed – but he hasn't done so. I'm not persuaded that there's enough evidence to show that Moneybarn has dealt with Mr P incorrectly. I consider that it has taken reasonable steps to contact him about the arrears on his account and has acted fairly and reasonably in response to his missed payments. And I don't consider that there was any requirement for Moneybarn to take any other action when Mr P had complained to this service.

I sympathise with Mr P for the financial and other difficulties that he's experienced. But I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to waive any or all of the arrears on Mr P's account or to take any other action in response to his complaint. I suggest that Mr P provides Moneybarn with information about his income and expenditure so that a payment plan for the arrears which is affordable for him can be agreed. And Moneybarn is required to respond to any financial difficulties that he's experiencing both positively and sympathetically.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 October 2019.

Jarrold Hastings  
**ombudsman**