

complaint

Mrs F complains that Moneybarn PLC has treated her unfairly by not agreeing to accept her suggested repayment arrangement on her car loan.

background

Mrs F entered into a conditional sale agreement with Moneybarn when she purchased a car.

Repayments were made by direct debit. Initially Mrs F maintained these payments, but then switched to making monthly payments by card after a number of her direct debits were returned unpaid.

About a year after purchasing her car, Mrs F went abroad. She then missed some payments because she says she became very ill. Mrs F says she contacted Moneybarn as soon as she felt well enough and just before her rescheduled return home. But by then her loan repayments were some months in arrears and Moneybarn had begun proceedings to repossess her car. Mrs F proposed a repayment arrangement to prevent repossession, which Moneybarn says it was prepared to consider subject to Mrs F providing it with acceptable evidence of her illness. Mrs F submitted some documentation, but Moneybarn judged this insufficient to halt its repossession proceedings.

Our adjudicator did not recommend that the complaint should be upheld. In summary, he said that although Moneybarn was required to consider customers in financial difficulty positively and sympathetically, this did not necessarily require it to accept a customer's proposed repayment plan. In this case, Moneybarn had been prepared to look at Mrs F's proposal subject to it being satisfied that her illness had been the reason that she had been unable to make her repayments.

The adjudicator considered that it was for Moneybarn to determine its own requirements on satisfactory medical evidence, and this was not something with which we would generally seek to interfere. Given the evidence Mrs F had provided, her overall management of her account and the fact that she had made no payments since returning home, he was not persuaded that Moneybarn had acted unreasonably here.

Mrs F disagreed saying, in summary, that Moneybarn should have done more to help her.

my findings

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

In purchasing her car using a conditional sale agreement, Mrs F agreed to be bound by its terms and conditions. These required her to make payments on time. The agreement made clear that her car might be taken back if she missed payments.

For a number of months before her trip abroad, Mrs F's direct debit repayments were refused and she made late payments by card. At that stage therefore, it is likely, and reasonable, that Mrs F's account will have caused Moneybarn some concern. She then missed payments completely for some months whilst abroad, did not contact Moneybarn, and then made no further payments on returning home. Mrs F has said that this was

because she was too ill, and since returning, she has been trying to renegotiate the terms of her repayments.

Whilst Moneybarn was prepared to consider helping Mrs F, it first needed to satisfy itself as to her circumstances during the period she was ill and payments were missed. Essentially, it asked for a doctor's letter. Mrs F has been unable to provide this saying that such letters are not available in the country she was visiting. Instead she provided photocopies of boxes of tablets which did not include either a date or the name of the person for whom they had been prescribed. Moneybarn has not found these sufficiently persuasive to stop its proceedings to repossess Mrs F's car, although it has said it will reconsider its position if Mrs F can produce more medical evidence. Given this, and having taken full account of the overall circumstances of this case, I do not consider that I can reasonably ask Moneybarn to do more.

my final decision

My decision is that I do not uphold this complaint.

June Brown
ombudsman