

Complaint

Mrs H, represented by Mr H, complains that Clydesdale Financial Services Limited (trading as Barclays Personal Finance 'BPF') didn't give her time at the end of her conditional sale agreement to arrange the transfer of her personal number plate. She also complains that she was given incorrect information about her direct debit and wasn't provided with the service she should have when she raised her complaint.

Background

Mrs H entered into a conditional sale agreement with BPF in 2015 to acquire a used car. She had a personalised number plate fitted to the car. At the end of her agreement in 2019, the car was collected. She says that she wasn't given time to transfer her personal number plate from the car before it was sold meaning she no longer has the number plate. She says the number plate had sentimental value.

Mrs H also says that she was told by BPF when her car was collected that it was being treated as a repossession rather than an agreement ending and that she was given conflicting evidence about her direct debit. She says she kept receiving messages saying her credit file had been affected even though her account was supposed to be on hold. She says that she didn't receive the service she should have during the complaint process.

BPF says that it wrote to Mrs H on 26 February and 10 November 2018 to explain that if she wanted to return the car she would be responsible for the removal of any personalised number plates and that failure to do this would result in the number plates transferring to BPF. It says it received Mrs H's request to terminate the agreement on 12 February 2019 and the car was collected on 19 February. It says that it and the recovery company have processed the collection as being 'end of term' and there was no record of it being processed as a repossession. However, as a gesture of goodwill it paid Mrs H £30 on 15 May 2019 for any confusion that had been caused.

BPF says that it spoke to the recovery company which confirmed Mrs H had until 9 March to return the car and that it wouldn't have insisted the car was returned on 19 February. It says the recovery company said Mrs H agreed to the collection date but a copy of the conversation wasn't available. It says Mr H didn't contact it at that time to say the collection date wasn't suitable.

Mrs H's car was sold at auction on 5 March 2019. BPF says Mrs H contacted it on 4 April to say the car was collected with her personal plates on but at this time the car had been sold so there was nothing more that could be done.

In regard to Mrs H's direct debit, it says it cancelled this on 19 February 2019 and on 21 February it wrote to Mrs H to advise of an outstanding balance which needed to be paid within the next 28 days. It then wrote to Mrs H on 9 April and 10 April to incorrectly tell her that her account was in arrears. It says Mrs H contacted it and paid the outstanding amount on 12 April which was within the required timeframe. It says it incorrectly recorded adverse information on Mrs H's credit file so it has arranged for this to be cleared. It says it responded to Mrs H's complaint within eight weeks and provided her with referral rights to this service.

BPF says it upheld Mrs H's complaint in part and that its offer of £100 compensation was reasonable.

Our investigator thought that the offer made by BPF was reasonable. He thought that BPF had given Mrs H enough information to be aware of what steps she needed to take before returning the car in regard to her personal number plate.

Our investigator didn't think Mrs H had been provided with the service she should have at the end of her agreement. He noted that BPF acknowledged it could have been clearer that the agreement had been correctly recorded as being ended due to the end of term and had offered Mrs H £30 because of this. He said that BPF incorrectly wrote to Mrs H to say her account was in arrears and recorded adverse information on her credit file. However he said that BPF had apologised for this, removed the adverse information and made an award of £100 for the confusion and distress caused. He thought the actions taken by BPF in this case were reasonable.

Mrs H didn't accept our investigator's view. She said that she didn't receive the letter from BPF regarding her personal number plates. She said she was then given incorrect information by the garage about returning the car. She contacted BPF and was told to wait for a form which she received and completed. She said that she was told she needed to return the car within a very short time period which Mr H says was due to a misunderstanding by the recovery agent that the car was being repossessed. She said she took the action advised to her regarding removing the number plates and replacing them with cardboard and then handing back the original number plates. She says that this advice shouldn't have been given if it was incorrect.

Mrs H said the car was sold before the end of her contract and that she should have been given time to take the steps necessary to change the registration of her personal number plate. Mr H said the complaint hadn't been fully investigated.

My findings

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

Mrs H entered into a conditional sale agreement with BPF to acquire a car. The terms and conditions of the agreement say that if changes are made to the vehicle, including the nameplate or identification number the vehicle must be returned to its original state before return. In this case Mrs H changed the number plates to her personal number plates.

According to BPF's system notes, the number plate change took place in February 2018. It then sent a letter to Mrs H regarding this. It has provided a copy of its number plate letter and this sets out the terms of the agreement saying that the vehicle will need to be returned to its original condition if Mrs H decides to return it. Given this I think that Mrs H should've been reasonably aware when she changed her number plate to a personal plate that, in the event of her returning the car, she would need to re-register the car with its original plates.

BPF has also sent a copy of a letter its systems say was sent in November 2018. This sets out the options available to Mrs H at the end of her agreement. Under the option of returning the car it says that '*You are responsible for removing any personalised number plates prior to the return of the vehicle. If you fail to do so, ownership of the plates will transfer to Barclays Partner Finance at the time of the return of the vehicle*'. I understand Mrs H says she didn't receive this letter. However based on the information available I accept that it was sent.

Overall, I find that Mrs H was provided with the information she needed in advance of deciding to return her car to understand that she would need to have her personal number plate removed and replaced with the original plates before return.

Mrs H decided to return the car and completed the form for this to happen. She says she then was contacted about the car's collection and not given the time she needed to deal with her number plates. While I can see the collection was arranged shortly after Mrs H had requested this, I think by this time it would have been reasonable that Mrs H would have arranged for the removal of her number plates, given this was a condition of return.

Mrs H says she raised her concern with the collection company and it told her to remove the plates and return the original plates. I do not have a copy of this call and so I cannot say what was said. I note Mrs H's comments about relying on this information but as she went through the process of changing the number plates to the personal number plates in February 2018, I think she should have been reasonably aware of the process involved in changing a number plate.

BPF says that Mrs H didn't then contact it until after the car had been sold. At this point I accept that it was no longer able to assist in the return of the number plates.

I note the comments Mr and Mrs H have made about the car being thought to have been a repossession. I have nothing further to support this although I acknowledge the point made. BPF has said it and the recovery company had it recorded as an end of term collection and a goodwill gesture of £30 was paid to Mrs H.

In this case I think that BPF did provide Mrs H with the information she needed regarding the personal number plates and that had she been concerned at the point of collection she could have contacted it to see if more time could be given. This didn't happen. Overall, I do not find that BPF did anything wrong in regard to this issue.

BPF didn't provide the service it should have in regard to the end of agreement charges. It wrongly said that Mrs H's account was in arrears when this wasn't the case. It also recorded adverse information on her credit file. In response to this BPF says that her credit file has been amended and it apologised for the mistake. It has also offered to pay Mrs H a further £100 for the upset caused. I find this reasonable.

Mrs H has also complained that she wasn't provided with the service she should have been in regard to her complaint. I can see that a complaint was raised on 4 April and Mrs H was sent a holding letter dated 1 May saying that her complaint was being looked into. She was then sent a final response letter dated 14 May which included referral rights to this service. I understand that this didn't include the enclosures and so these were sent with a cover letter dated 28 May. I accept that the lack of enclosures will have been frustrating but overall I think the response to Mrs H's complaint was within the required timeframe and addressed the issues she had raised.

My final decision

My final decision is that Clydesdale Financial Services Limited (trading as Barclays Personal Finance should, as it has offered, pay Mrs H the £100 (additional to the original goodwill gesture of £30) for the inconvenience and distress caused by the incorrect arrears letter and adverse information being added to her credit file.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 17 March 2020.

Jane archer
ombudsman