

## **complaint**

Miss F complains about a finance agreement she took out with Moneybarn Plc to buy a car. She is unhappy about the way she has been treated during a period of financial difficulties while she was off work ill.

## **background**

The adjudicator did not recommend the complaint be upheld. He explained that he could not reconsider what had already been decided by the court but he could consider the events leading up to the court action. He thought that Moneybarn had issued a default notice to Miss F and this explained what was required to bring the account up to date. He noted that Miss F had sent a cheque to Moneybarn for most of the amount required but it was less than the amount actually required.

He also did not think that the cheque was sent in sufficient time as it was dated for the same day that payment had to be made and would not have sufficient time to clear. He did not think it was unreasonable for Moneybarn to continue with the court action.

Miss F did not accept the adjudicator's conclusions. She felt that Moneybarn could have cashed the cheque in sufficient time and she says she would have made an additional payment to meet the full amount required.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have not upheld this complaint.

I have considered Miss F's circumstances and the events that have contributed towards her difficult financial situation, and I have some sympathy for the position she found herself in. However, it was a condition of the finance agreement that Miss F make the regular monthly repayments to Moneybarn in return for using the car each month.

Looking at the payments that have been made to the agreement it appears that the account has experienced some payment problems since August 2010. Moneybarn issued a default notice in May 2012 and this explained that a specific amount had to be paid by a certain date to bring the account back up to date. It also says that if the required amount is not repaid by the specified date that further action will be taken.

Miss F did send Moneybarn a post dated cheque for most of the amount that was due but it was however still £280 less than what was required. I have noted what Miss F has said about sending a further payment to make up the difference but this would not have been until after the required date.

Having carefully considered the circumstances here I am satisfied that the default notice clearly set out what was required but Miss F did not however pay the required amount. Moneybarn then terminated the agreement and as the required payment was not made on time I am not persuaded that it acted unreasonably by doing this.

I appreciate that Miss F will be unhappy with my decision but having considered the circumstances here I do not think Moneybarn has acted unreasonably.

**my final decision**

My final decision is that I do not uphold this complaint.

Mark Hollands  
**ombudsman**