

## **complaint**

Mrs T complains that FirstRand Bank Limited (MotoNovo) did not tell her about a traffic infringement notice it had received until the fine payable had increased from £60 to £350.30.

## **background**

MotoNovo received a traffic enforcement notice from H Council in June 2011 in respect of a car it had supplied to Mrs T under a hire purchase agreement. The notice detailed a traffic offence which had occurred six days after the date of the agreement. MotoNovo informed H Council that it was not the driver at the time of the offence, and gave H Council Mrs T's details. MotoNovo then received a further letter from H Council in July 2011 informing it that the matter would go to court. It then heard nothing more about the matter until it was contacted by the court's bailiffs in August 2012 requesting that the fine and its fees be paid which amounted to £350.30. MotoNovo paid the fine and fees and then sought to recover this sum from Mrs T.

Unfortunately, neither H Council nor MotoNovo had contacted Mrs T about the notice in 2011, and the first that she heard about the matter was when MotoNovo had contacted her in August 2012. She said it was not reasonable for her to pay £350.30 as she had not been told about the matter until over a year later when the fee payable had substantially increased. H Council said that it had served the first traffic infringement notice on the previous registered keeper of the car in mid-March 2011, and it served the second notice on MotoNovo five days later.

The adjudicator concluded that it was not reasonable for MotoNovo to ask Mrs T to pay it £350.30. She said that the fine increased due to its failure to tell Mrs T about the penalty notice, and she noted that MotoNovo's contact note dated 2 August 2012 acknowledged that it should have told Mrs T about the notice. She recommended that MotoNovo should reduce the sum due from Mrs T to the original fine of £60, and that it should pay Mrs T £100 compensation for distress and inconvenience. She also said that no adverse information was to be registered on Mrs T's credit file provided that Mrs T paid £60 to MotoNovo within a reasonable time of the conclusion of this service's involvement in the matter.

MotoNovo disagreed, and responded to say, in summary, that the matter was Mrs T's fault. It said that she should have been aware of the traffic infringement and the subsequent notice through the driver of the car at the time of the offence, who it assumed was Mrs T's husband. It also said that she should have registered the car at the DVLA in her name.

## **my findings**

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

I note that the driver at the time of the offence was not Mrs T's husband, but her son. He was not aware of the offence, and he had not received the penalty notice. H Council confirmed that it had not served a copy of the notice on either Mrs T or her son. So I consider that Mrs T could not have been aware of the matter until August 2012.

Whilst I note that the car was not registered in Mrs T's name at the DVLA, I do not consider that this affects the outcome of this complaint. I consider that even if Mrs T had promptly told the DVLA that the car was to be registered in her name, due to processing timescales, it is

unlikely that the registration would have been completed in time for H Council to be told of the new vehicle keeper.

Whilst H Council could have been more helpful to MotoNovo, I consider that MotoNovo also contributed to the matter becoming protracted, and the fine increasing.

When it received the penalty notice, it informed the H Council on 22 June 2011 that the driver was Mrs T. H Council then sent it another letter at the end of June 2011 which said that the matter would go to court. It did not send either of these letters to Mrs T. It then heard nothing more about the matter until August 2012 when the court's bailiff called. Its contact note dated 2 August 2012 details a conversation with H Council which indicated that MotoNovo should have supplied it with a copy of the hire purchase agreement with Mrs T. MotoNovo then tried to apply to the court for an "out of time" order but this failed as MotoNovo had changed its name.

But whilst all these issues contributed to the fine increasing or restricted MotoNovo's ability to appeal against the increased fine, none of them were Mrs T's fault. She was oblivious to the existence of the notice until August 2012. It is for these reasons that I do not consider that Mrs T should be asked to pay MotoNovo £350.30.

Therefore, I agree with the adjudicator's recommendations that MotoNovo should reduce the outstanding balance on Mrs T's account from £350.30 to the original fine of £60, and that it should pay her £100 compensation for distress and inconvenience. I also consider that it should not register any adverse information on Mrs T's credit file about this issue provided that Mrs T pays £60 to it within 28 days of the conclusion of this service's involvement in the matter.

### **my final decision**

My decision is that I uphold this complaint. In full and final settlement of it, I order FirstRand Bank Limited (trading as MotoNovo Finance):-

1. To reduce the outstanding balance on Mrs T's account from £350.30 to the original fine of £60.
2. To pay (not credit) to Mrs T £100 compensation for distress and inconvenience.
3. Not to register any adverse information on Mrs T's credit file about this issue provided that Mrs T pays £60 to it within 28 days of the conclusion of this service's involvement in the matter.

Roslyn Rawson  
**ombudsman**