

complaint

Mr H, represented by a family member, complains that Black Horse Limited repossessed the car he acquired via a hire purchase agreement (HPA) without providing a specific reason. He says he would like the car back and the issue resolved.

background

Mr H entered into a HPA with Black Horse in May 2013. He says that he knew he was behind with his payments but that he had been given a two month grace period. He says he was not told that his car would be repossessed.

Mr H also says that the agent who collected the car was rude and aggressive and entered his house unlawfully to take the car keys.

Black Horse says that Mr H missed a number of payments and made a number of late payments. It says it agreed a payment plan with Mr H due to start in December 2014 but the required payments were not made. It says it contacted Mr H about the arrears on his account and sent him a default notice in February 2015. This notice said that if payment was not made then goods could be recovered. It says the car was repossessed in line with its terms and conditions.

Black Horse collected the car in April 2015 and says that its collection agent was handed the keys after Mr H had checked the car for any personal items.

The adjudicator said that Black Horse had sent Mr H numerous letters and texts to remind him to pay his instalments as well as notifications that the car would be taken away if the arrears weren't paid. She said that because payment was not made the business had not done anything wrong by repossessing the car.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where the evidence is incomplete, inconclusive or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence.

I have looked at the summary of payments made on Mr H's account and I can see that there were a number of late payments and missed payments. I can also see that cheques were returned. Because of this arrears built up on his account.

I find that Black Horse did try to work with Mr H including setting up a payment plan starting December 2014. Because Mr H did not meet the payments required under the plan I find it reasonable that Black Horse issued a notice of default.

Having looked at the information provided I can see that Black Horse did contact Mr H about the payments due and his arrears. It also provided him with notice of what would happen if the required payments were not made. While I understand Mr H says he did not receive all these letters I find it more likely than not that these were sent. Based on this I find that Black Horse did what was required to notify Mr H that his car could be repossessed.

Mr H says that he was given a two month grace period on his payments. Unfortunately Black Horse says that this was not provided. Mr H also says that the agent who collected the car was rude and aggressive and entered his house without permission to take the keys. Black Horse says that its agent was given the keys after Mr H checked the car for possessions.

On balance, I do not find that I have enough evidence to say that Mr H was provided a payment grace period or that his house was unlawfully entered. Because of this and because I find that Black Horse provided Mr H with information about the arrears on his account and notice that the car could be repossessed, I do not find that Black Horse is required to do anything to settle this complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H's family member on behalf of Mr H, to accept or reject my decision before 11 April 2016.

Jane Archer
ombudsman