

## **complaint**

Mr M complains about the information that he was given by Clydesdale Financial Services Limited, trading as Barclays Partner Finance, when he voluntarily terminated his conditional sale agreement.

## **background**

A used car was supplied to Mr M under a conditional sale agreement with Barclays Partner Finance that he signed in June 2015. He voluntarily terminated the agreement in October 2017 with an outstanding balance of £480.67. Barclays Partner Finance collected a monthly payment of £176.89 from Mr M's account by direct debit at the end of that month – and he paid the remaining £303.78 by debit card a few days later. He complained to Barclays Partner Finance that he'd been told that the outstanding balance could be paid under a repayment plan with a debt collection agency. Barclays Partner Finance apologised for giving Mr M the impression that he wouldn't have to pay anything until the account was transferred to a debt collection agency and that it wasn't made clear to him that his usual monthly direct debit payment would be taken. It paid him £50 in November 2017 to compensate him for the distress and inconvenience caused. Mr M wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. She said that the £50 paid to Mr M was a fair amount. When he terminated his agreement he owed £480.67 and, regardless of Barclays Partner Finance's mistake, she said that that was still something for which he was liable.

Mr M has asked for his complaint to be considered by an ombudsman. He says that £50 compensation isn't adequate or reasonable. He says that he was given incorrect information which he acted on and was out of pocket as a result as he had to take out an overdraft, spent time on the phone to Barclays Partner Finance, lost earnings and suffered stress and inconvenience.

## **my findings**

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

Barclays Partner Finance accepts that it gave incorrect information to Mr M about the way that the outstanding balance when he voluntarily terminated his agreement would be paid. But there's no dispute that he owed £480.67 at that time. Barclays Partner Finance collected £179.89 from his account by direct debit five days after he returned his car. And Mr M then paid the remaining £303.78 by debit card. He says that he had to take out a £600 overdraft because of those payments. But I've seen no evidence to show that the amount required was £600. Mr M owed £480.67 to Barclays Partner Finance and I'm not persuaded that there's enough evidence to show that it acted incorrectly in collecting the £170.89 by direct debit. And it was then Mr M's decision to pay the £303.78 by debit card and to take out an overdraft.

Barclays Partner Finance has paid £50 to Mr M to compensate him for the distress and inconvenience that he was caused by its incorrect advice. I consider that to be fair and reasonable in the circumstances. So I find that it wouldn't be fair or reasonable for me to require Barclays Partner Finance to pay any other compensation to Mr M – or to take any

other action in response to his complaint. Barclays Partner Finance also says that Mr M owes it £80 for damage to the car when it was returned and for valeting the car before it was sold. Mr M hasn't complained about those charges so I haven't considered them as part of this complaint.

**my final decision**

For the reasons set out above, my decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 March 2018.

Jarrold Hastings  
**ombudsman**