

complaint

Miss P complains that Moneybarn No 1 Limited (trading as Moneybarn) charges her for paying by standing order - when she can't pay by direct debit because her bank won't let her.

our initial conclusions

Our adjudicator didn't recommend the complaint should be upheld. She says Moneybarn is entitled to apply these charges under the terms and conditions of Miss P's conditional sale agreement. And it responded positively and sympathetically to Miss P's financial circumstances by offering to waive charges - if Miss P proves that she no longer has a direct debit facility on her bank account. Miss P says it's no longer viable for her to pay by direct debit, so Moneybarn shouldn't charge her for paying by standing order. And her bank charges £10 for letters so she can't afford to get the evidence Moneybarn wants.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Miss P and Moneybarn have provided. I have reached the same conclusions as our adjudicator for much the same reasons.

I'm satisfied Moneybarn is entitled to charge Miss P if she doesn't pay by the method agreed under the terms of the contract she signed. I appreciate that's frustrating for Miss P. And I can see she would like Moneybarn to make an exception in her case. But I have no power to require Moneybarn to change its terms and conditions. Moneybarn is required to treat customers in financial difficulties sympathetically and positively. I can see it has waived some charges already. And Moneybarn says it won't charge Miss P for standing order payments if she can show that her bank won't set up a direct debit. It has suggested that Miss P could provide a print out from her online account, so she doesn't have to pay for a letter. I'm satisfied that's not unreasonable in the circumstances. I realise this will disappoint Miss P but I'm not persuaded there are grounds here for me to fairly uphold her complaint.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Miss P either to accept or reject my decision before 27 July 2015.

Claire Jackson

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Miss P has my sympathy for the situation she finds herself in. I can see that she wants to repay her debts. And I encourage her to work with Moneybarn going forward to try and resolve this issue. I remind Moneybarn of its ongoing obligations to treat customers in financial hardship sympathetically and positively.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.