

## **complaint**

Mr M says that Moneybarn No. 1 Limited hasn't acted in his best interests when he had difficulty repaying a conditional sale agreement for a car.

## **background**

In summary, Mr M says that Moneybarn:

- unfairly terminated the agreement and recorded a default when he had difficulty making payments – he says it should've been more sympathetic;
- asked him for too much detail about his income and expenses (such as bank statements) – when only a court can ask about this;
- didn't communicate with him properly;
- took the car and overcharged him for collection;
- has undervalued what the car is going to get at auction.

Our adjudicator didn't think Moneybarn had acted unfairly. But Mr M doesn't agree and has asked this matter to be reviewed by an ombudsman.

## **my findings**

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

### *default and termination of the agreement*

I'm sorry to hear that Mr M lost his job which led to money problems but I don't think that Moneybarn acted unreasonably when it terminated the agreement.

At the point of termination Mr M had been in arrears for about three months. And although he appeared to have found new employment Moneybarn and Mr M were unable to agree a payment plan going forward - Mr M wanted to pay less than it was asking.

Moneybarn had already allowed Mr M some time to get things back on track. And he was still using its car (which would likely have been devaluing as time went on). So I don't think it was unreasonable that it chose to end things there in accordance with the terms of the finance agreement. And recording a default is a true reflection of the account status at the time.

I know Mr M has explained the very good reasons why he still needed the car. But I note that he still had use of it for several months after the agreement was terminated. Overall, I don't think that Moneybarn has acted unfairly here.

I know Mr M thinks he wasn't given enough time to decide what to do. But it also appears that he had limited options. I don't think Mr M was in a position to settle the agreement and buy the car. And I note he had only paid a very small proportion of the overall balance at the point he began having financial difficulties. So the eventual outcome which Mr M has now agreed (Moneybarn will sell the car at auction and apply the proceeds to the outstanding balance) does not appear to be an unreasonable one in the circumstances.

### *income and expenditure requests*

I think Moneybarn wasn't acting unfairly by asking Mr M for more evidence to support his claims for a lower payment plan. At this stage he had already been in arrears for some time (with use of the car) so I don't think Moneybarn was obliged to provide the payment plan Mr M wanted. And during a telephone call to discuss arrangements Mr M did change the information he had originally provided.

Mr M has mentioned the court process. He has indicated that Moneybarn has interfered with it and asked him things only a court can. I believe this is something for a court to comment on rather than me. All I will say is that based on what I have seen I don't think Moneybarn made unreasonable requests for information.

### *communication*

I know Mr M is unhappy with the way Moneybarn communicated with him. I have looked at the correspondence it says that it sent him, and the details of the phone conversations it had with him. And broadly I think it made reasonable attempts to let him know what was going on. I know Mr M says he didn't get the email communication he wanted – it seems that some emails may have ended up in his junk mail by accident. But overall, even if this isn't the case I'm not convinced it has changed how things turned out in the end.

### *uplift charges and valuation*

Mr M is unhappy with the valuation Moneybarn put on the car compared to the one he got. But valuations will differ depending on the source of the valuation and the things assessed such as the condition of the car. And no one can guarantee exactly what the car will get at auction regardless of any valuation. So I can't fairly say Moneybarn has made a mistake by valuing the car differently.

Mr M insists that he has accidentally been charged multiple times for uplift charges. I have looked at Moneybarn's statement of account and it appears he has only been charged one fee for this. So I don't think that Moneybarn has made a mistake here.

Again I am sorry to hear about the trouble Mr M has had lately. I know this is not an ideal situation whatever way you look at it. But overall I'm not convinced that Moneybarn has acted unfairly here so I won't be asking it to do any more.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 31 October 2016.

Mark Lancod  
**ombudsman**