

## **complaint**

Mr L complains that a vehicle under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality when it was sold and that he wasn't treated fairly in the way his account was managed.

## **background**

Mr L complained that a vehicle bought under a conditional sale agreement with Moneybarn was faulty. He also complained that the company treated him unfairly and reported the vehicle as having been stolen, which resulted in police action against him. As a result he said he faced losing his job and home, and had been caused significant distress and financial loss.

In its final response, Moneybarn said Mr L advised there were some initial minor problems with the vehicle but never said these weren't resolved by the supplying dealer.

They said Mr L got into financial difficulties and was due to be made redundant so a repayment plan was agreed. He fell behind on this but they weren't willing to reduce the plan payments. Mr L discussed selling the car but the price he could obtain wouldn't settle the debt. Moneybarn said Mr L then cancelled his direct debit and didn't return their calls so they issued a notice of default.

Moneybarn said Mr L then advised he would return the vehicle and his agreement was terminated. He subsequently asked if he could settle what he owed but didn't and when they contacted him, said he was out of the country and the vehicle was at a relative's. They obtained a return of goods order but Mr L wouldn't return the vehicle. They obtained a repossession order but their agent was unable to recover it and identified Mr L had moved. As they hadn't been able to get the car back and hadn't received replies to correspondence or a confirmation of a change of address they reported it to the police as a suspected theft. In the circumstances, they said they didn't think they'd treated Mr L unfairly.

Mr L then brought his complaint to this service. Our adjudicator said that when Moneybarn applied to the courts, Mr L provided the court with a statement outlining his concerns with the condition of the vehicle when he bought it and with the way Moneybarn reacted to his financial circumstances. The court decided the vehicle ought to be returned, with Moneybarn's costs covered. As the court had considered this information and decided on it, our adjudicator said it wasn't appropriate for him to comment on these aspects of the complaint.

With respect to the report of the suspected theft of the vehicle, our adjudicator didn't think Moneybarn acted unfairly. Mr L didn't agree with the adjudicator, saying in summary that:

- the court didn't give a time limit or grant an enforcement order for Moneybarn to recover the vehicle
- Moneybarn reported the vehicle stolen as they said they didn't know where Mr L was but they had his address, as did the court, and he was in regular communication with them, trying to persuade them to lower his regular payments
- Moneybarn wouldn't help him when he was in financial difficulty
- he didn't ask Moneybarn to cancel his conditional purchase agreement
- he had problems with the vehicle from when he first bought it which cost him money

- Moneybarn told the police they thought the vehicle had been taken by someone else but used the police to repossess the vehicle, causing significant distress, career and reputational damage, and financial loss to Mr L and his family.

As the complaint hasn't been resolved, it has now been passed to an ombudsman to make a final decision.

### **my findings**

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

Our adjudicator explained that this service can't reconsider what has already been decided by the courts and in this case the court decided Mr L should return the vehicle he'd bought under a conditional sale agreement to Moneybarn. It's not appropriate for me to look into the circumstances that led up to the court making this decision or the various matters that were considered by the court. I'm therefore not able to look into a number of the points Mr L has raised in this complaint or in response to our adjudicator.

I am able to look into whether the bank acted unfairly or unreasonably by reporting Mr L's vehicle to the police as suspected stolen. Having considered the evidence I'm satisfied that the court ordered Mr L to return the vehicle to Moneybarn forthwith but he didn't do so. I've seen evidence that Moneybarn contacted Mr L by email after the court hearing to arrange the return of the car but received no reply. They also tried unsuccessfully to call him. Their agents went to the registered address for Mr L on a number of occasions but neither he nor the car was there and they were told by neighbours he'd moved out.

I appreciate that Mr L will be unhappy with my decision but having considered the circumstances here I do not think Moneybarn has acted unreasonably.

### **my final decision**

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 1 October 2015.

Sarah Carter  
**Ombusman**