

The complaint

Miss S complains about the administration and management of her fixed sum loan agreement ("logbook loan") by CarCashPoint Limited ("CCP").

What happened

In September 2021 Miss S took out a logbook loan with CCP for £1,060 with her car tendered as security. Under the terms of the logbook loan, everything else being equal, Miss S undertook to make 36 monthly payments of £135.45 making a total repayable of £4,876.20 at an APR of 315.4%.

In March 2023 Miss S complained to CCP about its administration and management of her logbook loan. In particular she complained about what she viewed to have been a lack of forbearance by CCP in respect of her financial difficulties and her arrears position and about charges debited to her logbook loan totalling £495 - broken down as follows:

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| • late payment fees (6 x £15) | £90 |
| • late payment fee refunds (3 x £15) | (£45) |
| • recovery administration charge (27 February 2023) | £150 |
| • bailiff costs (27 February 2023) | £300 |

CCP responded to Miss S' complaint to say that it was satisfied that it had treated her with due forbearance and the £495 charges had been correctly debited in line with the logbook loan terms.

Unhappy with CCP's response to her complaint Miss S referred it to our service.

Miss S' complaint was considered by one of our investigators who came to the view that CCP had done nothing wrong in its administration and management of her logbook loan.

Miss S didn't agree with the investigator's view and so her complaint has been passed to me for review and decision.

What I've decided – and why

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

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome. I would also add that where the information I've got is incomplete, unclear, or contradictory, as some of it's here, I've to base my decision on the balance of probabilities.

I would also add that I'm only considering in this decision Miss S' complaint about the administration and management of her logbook loan and not any other complaint she might have, including but not restricted to any complaint about whether CCP's original decision to lend to her was a responsible one.

Miss S first fell into arrears in February 2022 with the arrears increasing slowly and steadily over time from £135.45 (one monthly repayment) in February 2022 to over £1,000 in mid-2023.

I'm satisfied that during this period CCP kept Miss S fully informed of the status of her logbook loan and arrears position and tried to assist her by agreeing a number of repayment plans most of, if not all of, weren't kept to by Miss S. And with this in mind, and CCP's decision to suspend interest, refund a number of late payment fees, I can confirm I'm satisfied that CCP has treated Miss S with forbearance and due consideration.

CCP is currently holding Miss S liable for three late payment fees of £15. Having had regard to the number of payments missed by Miss S, the fee being £15 (rather than a higher sum) and that the agreement allows for such a fee to be charged I'm not persuaded that CCP has acted unfairly or unreasonably in this respect.

On 27 February 2023 CCP charged Miss S a recovery administration charge of £150 and bailiff costs of £300.

CCP says that it instructed a third party to recovery the car on 27 February 2023, and I've no reason to doubt what it says in this respect, especially given at this point in time Miss S had failed to make the payments she had agreed to make under a repayment plan with CCP dated 19 January 2023.

Now Miss S says, amongst other things, that CCP had no right to charge her the £450 that it did because "*no bailiff was involved in [her] account*". But I'm not persuaded by this submission especially given that Miss S sent CCP a number of emails on 28 February 2023 to say; "*You've referred my case to bailiffs*" and "*...you have referred my vehicle to be seized...*" and to say that she had spoken with the bailiffs who confirmed they had been appointed by CCP. I'm also satisfied, based on what CCP has shared with our service, that it's liable for a fee of £300 on instructing bailiffs and Miss S agreed, at the outset, that this fee could be fairly and reasonably passed on to her.

I'm also satisfied that the logbook loan terms say that in the event CCP takes the decision to instruct bailiffs there is a charge payable by Miss S of £150 for its administration costs in this respect and that this sum is both fair and reasonable.

Miss S also says that as her logbook loan was never registered with credit reference agencies as being in default CCP had no right to instruct bailiffs to seek repossession of the car. But CCP didn't need to register Miss S' logbook loan as being in default to seek repossession of the car, rather it simply needed to serve (under section 87(1) of the Consumer Credit Act 1974) Miss S with a default notice, which I'm satisfied that it did on 11 March 2022.

Miss S also say that she didn't receive one or more emails sent by CCP. Now I'm not persuaded by Miss S' submission in this respect but I need to make no finding on this point. This is because I only need to be satisfied that any emails material to the outcome of this complaint were sent by CCP, not whether they were received by Miss S. And having had regard to all the emails that in my view could be deemed material to this complaint I can confirm that I'm satisfied that they were indeed all sent.

Miss S also submits that an email that CCP says it sent to her on 28 February 2023 "*is fraudulent*". Notwithstanding this is a serious allegation to make, I simply disagree that this is the case. Furthermore, I'm not persuaded that this email is, in itself, material to the outcome of this complaint given that it was sent (or purportedly sent) after CCP took the decision to debit Ms S' with charges totalling £495.

I appreciate Miss S will be disappointed but taking everything into account I'm simply not persuaded that CCP has done anything wrong in its management and administration of Miss S' logbook loan.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 3 October 2023.

Peter Cook
Ombudsman