

ACCESS TO JUSTICE – THE CAR FINANCE STORY

20th July 2023 – Three Class Actions are filed with the Competition Appeal Tribunal against Black Horse, MotoNovo and Santander seeking a total of £1 billion in damages for customers who were mis-sold car finance.

These class actions were the result of my car finance investigation and journey that began a decade earlier in 2013, and is an example of the lack of Access to Justice we now have in the UK and at a time when it is needed more than ever due to various catastrophic failures, dishonesty and worse by regulators and/or others in the ‘Hierarchy of Oversight’.

In December of 2021 I had shared the significant evidence and intellectual property I had gathered during my investigation with Belinda Hollway of Scott & Scott. She was able to take that evidence and develop these class actions from it. My evidence and expertise filled the gaps that had meant nobody had been able to bring a claim previously.



A legal claim is being launched against three of the country's largest motor finance companies for incentivising car dealerships to sell expensive finance to buyers of second-hand cars.

If successful, the action could trigger damages of £1 billion, with around one million people eligible. In the 2010s, loan providers gave car dealers discretion to sell loans to motor buyers with a range of interest rates.

The higher the interest rate a dealer got a customer to sign up to, the more commission they received – and the more profit the loan company made on the finance. Such discretionary commission was banned by the Financial Conduct Authority (FCA) in 2021 in order to 'protect consumers'.

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20th July 2023 – Email from Belinda confirming the claims had been filed and after a long slog to get there, and that we should celebrate.

It was the culmination of a collaboration between myself, an independent investigator and expert, a law firm and litigation funders. Essentially, the only means to Access Justice in the UK today.

The journey to this point demonstrates the scale of the Access to Justice here in the UK.

Dear Paul

I'm very pleased to tell you that we have just a few minutes ago filed all three claims with the Competition Appeal Tribunal (electronically).

We will spend the next week or so getting the claim website ready and preparing the PR launch which will probably be the week after next. Nothing will come into the public domain from the Tribunal for a few weeks, so please do keep the matter confidential until the PR launch. We'll give you a heads up on when that is likely to be.

Thank you so much for your patience with a process that I know has had its frustrations. I'm out of the office tomorrow but we can touch base on billing on Monday.

Let's also arrange lunch or a drink soon to celebrate.

Kind regards
Belinda

 **Belinda Hollway**, Partner

ACCESS TO JUSTICE – THE CAR FINANCE STORY

January 2024 – The FOS, after denying 17,000+ complaints specific to incentivized commission agreements, are forced to uphold two complaints on this issue. One against Black Horse and one against Barclays.

Immediately following this, the FCA announces it is going to conduct another review.

Why?

There is nothing the FCA knows now or will discover via this new review that it did not already know in March 2019 when it published its dishonestly limited final notice or indeed in June 2016 when I presented my smoking gun evidence to them.

This new review by the FCA is nothing more than a panicked effort by the FCA to conceal the fact it defraud millions of car finance consumers in 2019 with their dishonestly limited car finance final notice.

Indeed, the FCA has made false representations to journalist Lindsey Rogerson since announcing their new review in respect to this very question. The FCA claimed that their prior review had not undertaken any case file reviews and so had no information as to potential damages.

This was false.....

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On 24th February Lindsey reported:

"Last week, an FCA spokesperson said it used its powers to appoint a skilled persons review under section 166 of the Financial Service and Markets Act 2000 (FSMA) because although the 2017 review identified the widespread use of DCAs and its potential to cause harm, it did not come to any conclusion about firms liability." Claiming no 'file reviews' were undertaken in that prior investigation."

WHEREAS, Lindsey referred to this statement from the FCA shortly after it published the 2019 final notice:

"In the negotiated scenario, consumers in our sample would benefit in aggregate from a £99.8 million transfer from brokers and lenders (the sum of £24 million and £75.8 million estimated in the indirect costs above) through lower interest costs within our sample, and thus from around £165 million transfer for the whole motor finance market," the FCA said in CP19/28. This indicates the FCA conducted file reviews to establish the £165 million figure." They clearly had undertaken file reviews and established firm's liabilities during that two year investigation between April 2017 and March 2019."

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2013 – I discover Black Horse car finance agreement of a pensioner family member

Their APR was an astonishing 14%!

Had to be wrong because this family member had a perfect credit rating, so should have been entitled to lower interest rate.

Submit complaint to Black Horse.

Black Horse deny the complaint.

I knew the complaint denial was false/or misleading but could not prove it.

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December 2015 – Introduced to a car dealer by a friend when looking to purchase a car.

Mentioned the Black Horse APR 'issue' in passing and this dealer proceeded to spill all of the beans. He told me every sordid detail, and even showed me the online system that Black Horse provided for all of their car dealers.

He explained that:

- Black Horse set him and all of their car dealer agents a generic band of APR to work within. His was 5-14%.
- He had to enter EVERY detail about the vehicle, the transaction (price, part exchange etc.) and the customer into the Black Horse car finance application system
- (This is important.) at the point of submitting the application, Black Horse knew everything that he knew about the customer, vehicle and sale.
- IMPORTANTLY, it was he, the car dealer, that chose the APR to go on the car finance agreement, NOT Black Horse
- IMPORTANTLY, he, the dealer, received a higher commission from the sale, the higher the APR he, the car dealer, put on the finance agreement
- IMPORTANTLY, at no point did Black Horse ever share the credit score information of the customer

ACCESS TO JUSTICE – THE CAR FINANCE STORY

December 2015 – I immediately submitted a new complaint to Black Horse

My complaint was:

“Black Horse sold this car finance agreement to this customer and applied the APR on the agreement on a ‘whatever they could get away with basis’ and with intent to make greater revenue for Black Horse and the car dealer. Therefore, the APR had not been set or the agreement sold ‘subject to status’ as it should have been, and where ‘status’ should have been determined by the credit core of the customer”

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19th January 2016 – Black Horse provide their complaint response

Black Horse make various false representations.

- They claim that the APR was determined by the credit score of the customer obtained from Experian
FALSE: The car dealer confirmed it was they who set the APR, and that at no time did Black Horse ever share the credit score information with the dealer. Data Protection restrictions etc.
- They claim the dealer does not have access to our systems to amend the APR.
FALSE: The dealer accesses their system to apply the APR in the first place and can amend that APR to ANY level so long as it is within the 5-14% generic APR bands set by Black Horse

In regards to the questions asked Mr Carlier I can confirm that your APR was determined by the score that was obtained by Experian. I can confirm that not all car agreements are regulated and that this depends on the terms set at the point of sale. All finance applications made with Black Horse are subject to a credit search. I can confirm that the dealership does not have access to our systems to amend the APR. The dealership has offered a loan type to you which you have accepted. The Sales Representatives within the Dealership are not Financial Advisors; therefore, they are unable to offer advice on products.

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Please note that they also state:

“The dealership offered a loan type to you which you have accepted”

HOWEVER, what they failed to mention:

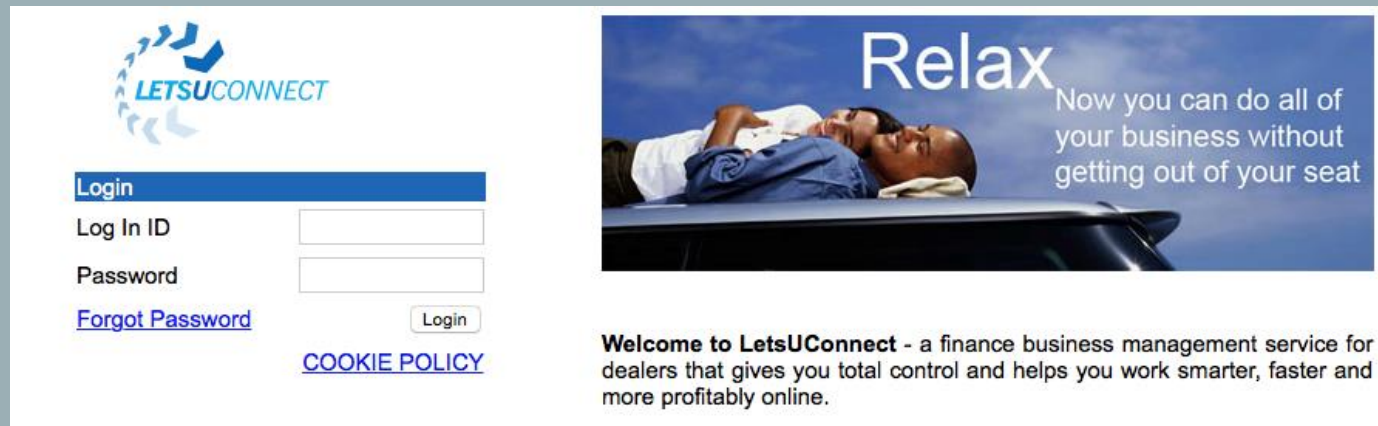
- The incentives Black Horse offered the dealer to ramp up the APR to 14%,
- Had the dealer put the APR at 5%, the lowest APR in the generic bands Black Horse set, Black Horse would also have automatically approved the agreement.
- That the dealer had therefore lied when telling the customer that this ‘was the best terms available’.
- The dealer not only lied about 14% being the best APR available from Black Horse, but also failed to tell the customer that they had two other quotes from two other lenders, both with an APR lower than 14%. (we got this via DSAR)


In regards to the questions asked Mr Carlier I can confirm that your APR was determined by the score that was obtained by Experian. I can confirm that not all car agreements are regulated and that this depends on the terms set at the point of sale. All finance applications made with Black Horse are subject to a credit search. I can confirm that the dealership does not have access to our systems to amend the APR. The dealership has offered a loan type to you which you have accepted. The Sales Representatives within the Dealership are not Financial Advisors; therefore, they are unable to offer advice on products.

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January 2016 – I escalate the complaint to the Financial Ombudsman Service (FOS)

FOS DENIAL I – FOS initially denied the complaint on the basis that there was “no evidence these Black Horse online systems existed”. I presented screenshots of the login pages obtained from the other dealer in December 2015 proving the systems ‘LetsUconnect’ and ‘Equips’ existed. (See below)





Login

Log In ID

Password

[Forgot Password](#)

[COOKIE POLICY](#)

Relax
Now you can do all of
your business without
getting out of your seat

Welcome to LetsUconnect - a finance business management service for dealers that gives you total control and helps you work smarter, faster and more profitably online.

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FOS DENIAL 2 - They denied it on the basis that it was appropriate for the dealer to set the APR because at the time of credit application only the dealer had all of the information about the vehicle, sale and customer.

I appreciate Mr C feels it's wrong that Swale can set the APR, albeit within guidelines set by the lender. However, it's only possible to calculate the total cost of the borrowing once all the relevant factors are taken into account, and the lender wouldn't have all these details initially.

As the APR is representative of the cost of the borrowing, I don't think Swale has manipulated this figure in the manner Mr C describes.

Ashley More
Ashley L B More
ombudsman

FALSE as per the evidence provided by my friendly dealer. HOWEVER, also FALSE because documents obtained via DSAR prove that the month prior to FOS Ombudsman Ashley More producing this denial, the dealer had written this to the FOS. The dealer had told the FOS that they had to enter EVERY conceivable detail into the application, proving Black Horse knew as much as they did at the time of the application.

When a customer expresses an interest in using our finance facilities it is necessary for us to form a complete proposal intended for submission to a finance company. The submission has to be specific and personal to each customer and includes personal details that are provided by the customer. The proposal also needs details of the vehicle and importantly a detailed description of the type and shape of the finance proposal- this will take account of the cost of the vehicle, any deposits (cash and or part exchange), a proposed amount to be financed, interest charges and the rental structure and period intended for the agreement. In order to complete a proposal the customer is always fully engaged in the process.

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FOSE DENIAL 3 – Remember, I had relayed to the FOS everything the dealer had told me including the incentives and their ability to put whatever APR on the agreement the dealer could get away with. Indeed, the FOS themselves had by now had to acknowledge that the dealer was able to set the APR.

I exposed the basis of the second denial as utterly false, and by this time incredibly disturbing given that it was now proven by internal FOS documents obtained via a DSAR that the FOS and their Ombudsman had quite literally lied to me. This time the FOS denied it for a third time, claiming that there was no evidence to suggest that the dealer had manipulated, or been able to manipulate, the APR on the finance agreement to a higher level than was otherwise available.

By this time it was very much a case of WTF?!

So, to end this once and for all I made a call to Black Horse dealer services posing as a used car dealer. I prepared a 'script' and had carefully crafted questions that sought to establish everything. I started out by saying that I currently used MotoNovo, one of their biggest competitors, for my finance solutions but was perhaps seeking to switch to Black Horse. I figured they would perhaps give me all of the sordid details believing they could capture business.

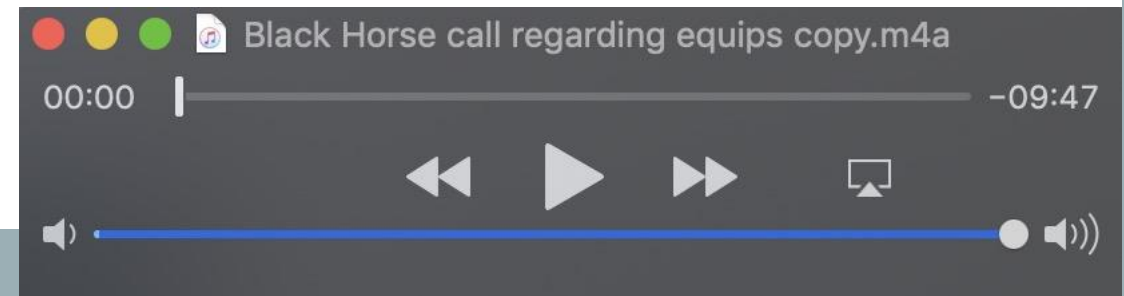
They did not disappoint.....

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On the call they confirmed:

1. That the dealer has to enter every detail about the vehicle, transactions and the customer into the Black Horse system
2. That it was they Black Horse that used that information to run a credit search on the customer
3. That they NEVER shared the credit score information with the dealer
4. That it was the dealer and NEVER Black Horse that set the APR on the agreement
5. That Black Horse set a generic band of APR for all of their dealers to work and set APR within
6. That the dealer received a bigger commission, the higher the APR the dealer could apply on the agreement

I had recorded the call and sent it to Ashley More at the FOS.
BOOM! Case well and truly closed your Honour.....



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FOS DENIAL 4 – The FOS then proceeded to deny the complaint claiming that my new evidence didn't change anything.

I asked Ms More what about that call recording with Black Horse did not change anything!?!?!?!?!?

She refused. She and later her manager said they had no obligation to explain to any consumer how they had interpreted any evidence or information.

Point of order, that is their job. If anything, that is their sole role to review all of the evidence and opine on it, including explaining what evidence they were dismissing or ignoring and why.

However, both refused to confirm if they had listened to the recording.

Ashley More would go on to be one of the three senior hires by the BBRS into key roles in terms of case handling and outcomes. I leave you to form our own views on that.

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February 2016

Whilst the FOS had been busy producing one inconceivable or dishonest reason for denial after another, I first spoke with the FCA about these serious issues regarding Black Horse and these incentivised commission arrangements they had with their dealers in February 2016.

After the astonishing dishonest denials by the FOS I wrote a substantial report to the FCA on 19th April 2016 including the following summary:

FACT 30 - It confirms exactly what I have said:

- a) That the dealer unlawfully and unfairly set the APR on this finance agreement and had no right to.*
- b) That the dealer set this rate absolutely subject to the highest APR that they believed they could get away with so as to generate greater commissions for themselves, and to Mrs xxxxxxx's financial loss*
- c) THIS APR WAS NEVER SET BY BLACK HORSE as it should have been and as SMC and Black Horse both claimed it had been*
- d) This APR was supposed to have been set absolutely subject to Mrs xxxxxxx credit score, as confirmed by Black Horse themselves. IT 100% WAS NOT.*
- e) MRS xxxxxxx SHOULD ABSOLUTELY HAVE RECEIVED A FAR BETTER APR THAN THE OUTRAGEOUS ONE THAT SMC UNLAWFULLY APPLIED BECAUSE HER CREDIT SCORE WAS SO HIGH*

And now they have revealed that there were two better finance proposals that were NEVER disclosed to Mrs xxxxxxx.

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June 2016 – I have further calls with the FCA and send them my evidence including the ‘smoking gun’ recording of the call I made to Black Horse posing as a car dealer.

January 2017 - I received a DSAR response from the FCA and included within it are internal FCA emails dated June 2016 referring to my call and reports, but claiming they had not received any of the evidence I had told them I had and that I had sent in to them.

February 2017 – I call the persons at the FCA who were claiming non receipt of my evidence. Whilst on the call I email them all of the evidence including that call recording, and they confirm on the call that they had received it and would review it.

April 2017 – The FCA confirm their launch of a review of car finance selling in the UK.

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22n February 2018 – I help a different customer file a new complaint with Black Horse and draft the same allegations for them as I had done on the first complaint I had submitted in 2016.

“Black Horse sold this car finance agreement to this customer and applied the APR on the agreement on a ‘whatever they could get away with basis’ and with intent to make greater revenue for Black Horse and the car dealer. Therefore, the APR had not been set or the agreement sold ‘subject to status’ as it should have been, and where ‘status’ should have been determined by the credit core of the customer”

My thinking was that I needed a second complaint response from Black Horse to see if their false representations made in the first complaint was an anomaly or whether it was a systemic dishonesty and/or fraud.

And also that if I had to escalate this complaint to the FOS on behalf of this customer, we could include the smoking gun recording at the outset and give the FOS no means to ignore or opportunity to deny.

ACCESS TO JUSTICE – THE CAR FINANCE STORY

12th April 2018 – Black Horse respond to the second complaint.

It was a carbon copy of the response to the same complaint made two years earlier!

They make the same false representation that the APR had been determined by the credit score obtained from Experian!

Like most lenders we use an automated process called credit scoring. Credit scoring is recognised as being an aid to responsible lending and uses information provided directly by you and combines it with information we obtain from Credit Reference Agencies. The points generated by this information are added together to give an overall credit score, from which we can tell how acceptable the lending risk would be to us.

I can confirm that your APR was determined by the score that was obtained by Experian. Not all car agreements are regulated and that this depends on the terms set at the point of sale. All finance applications made with Black Horse are subject to a credit search. I can confirm that the dealership does not have access to our systems to amend the APR. The dealership has offered a loan type to you which you have accepted. The Sales Representatives within the Dealership are not Financial Advisors; therefore, they are unable to offer advice on products.

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They had also justify the APR on the basis that ‘you, the customer accepted it’, once again ignoring the fact that the customer accepted it having been lied to by the dealer and not having been told that Black Horse would also have agreed this agreement at 5% APR

They confirm that the car dealer set the APR within the parameters they set (having claimed the APR was determined by the credit score obtained from Experian. A credit score that is never shared with the dealer?!?!?!?!?)

This time they actually used the same dishonest argument the FOS had used previously, claiming that it was appropriate for the dealer to set the APR because only the dealership has all of the information.

I can confirm that Black Horse set the parameter for the APR to be applied and the dealership then selects the appropriate rate based on the deposit received, the amount being borrowed and the term of the agreement. I can confirm that the APR on your agreement is correct as it would have been within the agreed rate and terms we had with the dealership and we are not looking to reduce this.

Quite literally multiple false representations.

ACCESS TO JUSTICE – THE CAR FINANCE STORY

April 2018 – I escalate this complaint to the FOS and this time with the whole ‘Arsenal’ of my evidence including the smoking gun recording.

October 2018 – the FOS adjudicator confirms she now has all of the information from us and Black Horse to be able to review and make her decision.

She confirms to us that Black Horse re-affirmed to the FOS everything they had put in their complaint response including that the APR was determined by the credit score obtained from Experian, and **IMPORTANTLY** as it later turns out, that the car dealer had set the APR on this agreement.

ACCESS TO JUSTICE – THE CAR FINANCE STORY

4th March 2019 – FCA publish their Car Finance Final Notice following their two year investigation that began April 2017.

The notice reveals the existence of incentivised commission arrangements between the car finance lenders and their car dealer networks and confirms this this can and does lead to unfair outcomes for customers and is anti-competitive.

HOWEVER, it is dishonestly limited. Yes, I did use the term 'dishonestly', and because it was.

The FCA fail to mention the name of any firm that they found guilty of these practices, and do not include any of the evidence they had discovered.

To be clear, their final notice did not even come close to summarising what my evidence alone proved let alone what they had discovered during the course of their two year investigation.

Disturbingly, the notice said that they were 'going to change the rules going forward' to prevent this type of arrangement..... Deliberately ignoring the fact that this was already prohibited by Consumer & Competition law and Plevin!

Not to mention the breaches of FCA codes including PRIN – 'Acting with honesty and integrity', and 'communications with customers must be fair, clear and not misleading' to name but a few.

It was clear they dishonestly limited the notice to deprive consumers of appropriate redress.

ACCESS TO JUSTICE – THE CAR FINANCE STORY

Following the FCA announcement I formally requested that the FOS re-open the first complaint I had made in 2016 and on the basis that the FCA final notice, as limited as it was, did establish conclusions that entirely contradicted the FOS findings in that complaint and did entirely corroborate my allegations against Black Horse.

Annette Lovell, senior FOS manager, told me she had asked senior Ombudsman Mark Hollands to look into this.

Two weeks later Hollands called me to say that he did not consider the FCA final notice following their two year investigation of car finance as sufficient new evidence with which to re-open that complaint.

I made a formal complaint to Lovell that Hollands position was dishonest and the result of conflicts of interests.

She wrote to me assuring that this complaint was being taken very seriously and Simon Rawle Senior Ombudsman had been tasked with investigating this matter and would respond within a few weeks.

I will return to this later.....

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Also March 2019.

During my conversations with Hollands and his inconceivable position not to re-open the prior complaint, I had told him that I had another complaint with the FOS anyway, and that will have to be upheld given the FCA notice and my evidence presented.

May 2019 – Having told us in October 2018 that she had all of the information she needed to reach her decision on the second complaint I had escalated to the FOS about Black Horse, the FOS adjudicator wrote to us in May 2019 saying that she needed to reach out to Black horse to obtain some further information.

ACCESS TO JUSTICE – THE CAR FINANCE STORY

August 2019 – The FOS adjudicator denies the second complaint I had escalated to the FOS about Black horse!

HOWEVER, she writes that she denied the complaint on the basis that Black Horse had told her that it was they, Black Horse, that had applied the APR to this car finance agreement and NOT the dealer, and so therefore this finance agreement had not been subject to any incentivised arrangements.

WTF?!

This was entirely contrary to what Black Horse had told the customer in the complaint response and also entirely contrary to what the Adjudicator had told us that Black Horse had told her when they provided their position to the FOS in 2018.

So, the FOS adjudicator had not needed further information from Black Horse as per her statement to us in May 2019, it was clear to me that she had written to Black Horse seeking a new position and narrative from them so that she could deny the complaint.

I submitted a DSAR.

ACCESS TO JUSTICE – THE CAR FINANCE STORY

The FOS data team member originally tried to claim this DSAR response was complex and sought an additional two months to comply with it.

I replied immediately saying that this was far from complex and that the FOS had already potentially breached the Fraud Act, hence this DSAR in the first place and urged the FOS employee not to allow himself to be implicated by ‘failing to disclose information that they had a legal obligation to disclose’.

Within an hour the FOS employee reversed his decision and sent me a substantial bundle of documents.


Wow!

Whilst this was all my personal information, I am certain that the FOS would have unlawfully censored it to exclude some astonishing and shocking documents, had they taken the extra time they originally wanted in which to respond.

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The documents disclosed in the DSAR response confirm that Black Horse did indeed re-affirm their same positions to the FOS that they had made in their complaint response of April 2018 to the customer.

However, the first of the ‘smoking guns’ was this:

28/02/2019 15:41:16		Selected opinion The business did something wrong and must do something to put ...
28/02/2019 15:41:26		Summary Information Completed - Summary Recorded As Correct

This entry on the FOS log for this second Black Horse complaint proves that on 28th February 2019, days prior to the FCA final notice being published, the FOS adjudicator had UPHELD our complaint!!!!

(I have redacted the name of the adjudicator because I believe the rest of the evidence proves that she was forced and intimidated into reversing her position by various senior managers in the FOS)

ACCESS TO JUSTICE – THE CAR FINANCE STORY

On 5th April 2019 Mark Hollands the senior ombudsman who had refused to reopen the first complaint and about whom I had made a complaint writes to various Lee Betts and various others at the FOS. (And yes, I did question his integrity. More on that later) You can see at the foot of the email he tells Betts and the others that I had revealed to him the existence of the other complaint.

He refers to this being ‘caught by the red flag’, which I now understand to be a red flag deployed by the FOS to catch all car finance complaints specific to incentivized commission arrangements so that they could be denied in line with FCA expectations of the FOS. See that he confirms the flag means this stakeholder group will see all complaint response before they go to the customer. (See Lindsey Rogerson article confirming that 17,000 complaints of this nature had been denied by the FOS prior to the complaint against Black Horse and Barclays being upheld in January 2024.

From: Hollands, Mark
Sent: 05 April 2019 10:45
To: Betts, Lee
Cc: Isichei, Uzoma; Hussain, Kamrul; Nugent, Tracey; Tama, Christine
Subject: RE: Mrs Bryan's complaints about Swale Motors Limited (Our ref: 17950211) and Black Horse Limited (Our ref: 17828297)

Just to update you all as I have spoken with Mr Carlier again.

He called to see if we were looking to respond to his email about his planned publication.

I explained that I had nothing further to add, several times, and that I wasn't prepared to go through the details of the case again with him. After he started to insult my professionalism and integrity I explained that I could see no further benefit in continuing the call and wasn't prepared to sit and listen to him insult me so ended the call. He called back and I let it go to voicemail, where he continued with repeating much of what he had already said.

I'll add a note to each case but it's likely he will now proceed with his publication.

One other thing he mentioned was that he has raised a similar complaint about a car finance agreement with BH [REDACTED] 20521326 - [REDACTED] against Black Horse Limited. This case will be caught by the red flag and any correspondence will be highlighted to the stakeholder team before being issued.

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On 5th April 2019 at 12:26 Lee Betts replies to Hollands email.

Again, I refer you to their indignation at my daring to question the FOS and Hollands integrity. I will divulge more on this later as mentioned.

But in the same email where they display this indignation, Betts tells Hollands that if he has not done so already he should contact the casehandler of the second complaint and let them know about 'the history and context of our dealing with Mr C'.

Essentially, he suggests Hollands interferes with the handling of the other complaint, despite the FOS policy and statutory duty being that it must review each case on its merits and its evidence alone!!!!

From: Betts, Lee

Sent: 05 April 2019 12:26

To: Hollands, Mark

Cc: Isichei, Uzoma; Hussain, Kamrul; Nugent, Tracey; Tama, Christine

Subject: RE: Mrs Bryan's complaints about Swale Motors Limited (Our ref: 17950211) and Black Horse Limited (Our ref: 17828297)

Thanks for letting us know Mark – and sorry you had to put up with that kind of behaviour. Let's see what Mr C does next – and take a view whether we need to do something from Caroline or on her behalf to draw a line and make it clear that some of his conduct is unacceptable. I am not back in the office now until Tuesday, but I don't think there will be a need to rush out a reply in any event. On the other case, it might help if you let the casehandler know about the history and context of our dealing with Mr C, if you haven't done so already. Happy to look at any view in due course.

Lee

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5th April 2019 at 12:29 – Three minutes later Hollands replies to Betts. Of course he will have told Betts ‘How dare you instruct me to interfere with the handling of a complaint and with intent to have it reviewed based upon the prejudice and context rather than the evidence and its merits’..... or B).....

Hollands confirms that he has already spoken to the case handler and interfered with the handling of that second complaint!

From: Hollands, Mark <mark.hollands@financial-ombudsman.org.uk>
Sent: 05 April 2019 12:29
To: Betts, Lee
Cc: Isichei, Uzoma; Hussain, Kamrul; Nugent, Tracey; Tama, Christine
Subject: RE: Mrs Bryan's complaints about Swale Motors Limited (Our ref: 17950211) and Black Horse Limited (Our ref: 17828297)

Thanks Lee.

I suspect he'll be in touch again anyway, even if it's not through me.

I have spoken with the case handler on the other case and I'll share anything I think you'll need to know on that as it progresses. Any views etc will be shared before they're sent.

Mark Hollands – ombudsman | Financial Ombudsman Service, Exchange Tower, London E14 9SR | Tel: 020 7093 5548 | Fax: 020 7093 5549

ACCESS TO JUSTICE – THE CAR FINANCE STORY

10TH April 2019 at 18:21 – Lee Betts writes to various FOS employees including Annette Lovell.

In his email he confirms that he too has “spoken with the investigator [of our second complaint] overseeing the cases to provide the context and to ensure we keep things joined up”.

He confirms that he has sought to interfere with the handling of that other complaint and to ensure that the decision produced is joined up with their prior decision, and theirs and the FCA’s desired outcomes to these complaints, and not specific to the merits and evidence of that other complaint.

From: Betts, Lee <lee.betts@financial-ombudsman.org.uk>
Sent: 10 April 2019 18:21
To: Lovell, Annette; Deal, Carly
Cc: Enever, Debbie
Subject: RE: Paul Carlier

Hi Annette,

There is a bit of background to this and it might help to have a quick conversation about it tomorrow, as I m not sure a phone call will be productive or helpful.

In his conversation with Mark Hollands about Mrs Bryan s case, I
Mark flagged this with the relevant casework team and I have spoken to the investigator overseeing the cases to provide the context and to

1

ensure we keep things joined up.

ACCESS TO JUSTICE – THE CAR FINANCE STORY

August 2019 – As mentioned, it is this interference and no doubt pressure from senior managers that resulted in the FOS adjudicator reversing her decision taken on 28th February 2019 to uphold that complaint.

I do not hold the relatively junior adjudicator responsible. These were senior managers at the FOS who reported directly to Caroline Wayman. I think it fair to say that any junior employee will find it hard if not impossible to resist such pressure and/or intimidation.

She was told to reverse her decision and keep things joined up and she was forced to engineer a narrative so as to be able to do that.

So, they told us they needed to get further information from Black Horse in May 2019, when in actual fact all she did was ask Black Horse to produce a new position, contrary to that which they had told the customer and later the FOS, so as to be able to deny the complaint.

It is clear from the evidence that Black Horse were only too happy to collude and go along with that, and therefore prevent a precedent upheld decision being published that would have enabled millions of customers to secure redress automatically from their lender.