

The complaint

Mrs S complains that a car she acquired through a Hire Purchase Agreement (HPA) with ALD Automotive Limited (ALD) wasn't the new car as she expected. She would like it replaced.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the reasons for my 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.

Having done so I agree with the conclusion reached by our investigator for the following reasons: -

- The HPA Mrs S signed in September 2019 clearly states on the first page that the car is a used one with ten miles on the clock. And was registered on 30 April 2019. I can't be certain what Mrs S was told at the point of sale but the agreement she signed is clear. So, I don't feel I have any evidence to show the car was misrepresented to her. Nor do I feel I have any grounds to say the car should be replaced as Mrs S has requested.
- It's unfortunate that vehicle warranty and Manufacturer Breakdown Assist cover began from the vehicle registration date. This did affect Mrs S. When her car broke down she wasn't eligible for a hire car as the breakdown happened more than 12 months from vehicle registration – the date the policy commenced.
- I have no evidence as to what Mrs S was told of the warranty. So, I can't reasonably conclude she was misled. However, ALD has made a gesture of goodwill payment crediting Mrs S's account with one month's rental payment (£176.54) which I think reasonable in the circumstances

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 23 April 2021.

Bridget Makins
Ombudsman