

The complaint

Mr S complains that a vehicle he has been financing through an agreement with FCA Automotive Services UK Ltd ("FCA") was misrepresented to him.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my 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.

I know it will disappoint Mr S, but I agree with the investigator's opinion. Please let me explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

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.

Mr S acquired his car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Section 56 of the Consumer Credit Act (1974) explains that finance providers are liable for what they say and for what is said by a credit broker or a supplier before the consumer takes out the credit agreement. So, if Mr S was told something that was false and if that false statement led him to enter into an agreement he wouldn't otherwise have entered into, I would think the agreement had been misrepresented to him and I'd ask FCA to take some action.

Here, however, I don't think Mr S was given a false statement of fact. Whilst some cars are made to order it is not unusual for others to sit in storage for some time before being first registered. I accept FCA's position that a car is new when it hasn't had any owners and when the odometer is very close to zero. That was the case with Mr S's car.

Mr S didn't receive an older specification than he ordered, and I haven't seen that his warranty was impacted by the fact the car had been stored for a time. I don't think the resale value would have suffered either as the registration date was the one rightly recorded on the documentation. So, it seems he hasn't been disadvantaged by the storage of the car.

I understand that Mr S had to have some repairs completed on the car within the first 15,000 miles. I've considered whether this suggests the storage of the car had impacted on its

durability, or whether that work would render the car of unsatisfactory quality and suggest there'd therefore been a breach of contract. I don't think I have sufficient evidence that was the case. Brakes are a wear and tear item and the wear they experience will depend on a number of factors including driving style and traffic conditions. I therefore think some repair work on them could fairly be considered normal, even after such limited mileage.

Overall, whilst I can see Mr S feels strongly about this matter I'm afraid I don't think there's evidence the car was misrepresented to him or that its been of unsatisfactory quality. I'm not therefore asking FCA to take any further action.

My final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 28 July 2022.

Phillip McMahon
Ombudsman