

The complaint

Mr R says that FCA Automotive Services UK Ltd ("FCA") are relying on the wrong version of a finance agreement he has with them for a car.

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 R, 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 R 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.

There are two copies of the finance agreement here. Mr R says the one he has in which there is a lower interest rate, higher annual mileage limit, and lower final balloon payment, is the right one.

The Vehicle Identification Number (VIN) is the same on both agreements so there can be no argument that either finance agreement is for a different car. That VIN is the VIN for the car Mr R financed. Registration numbers can change, and appear to have done so here, but I think the VIN is the most reliable identification mark

I've looked at both agreements to see which I feel is more likely to represent the one Mr R reached with FCA when the finance was established in February 2017.

I think the agreement held by FCA is most likely to be the final binding version. I say that because there are inconsistencies in the copy of the agreement Mr R has presented, as follows:

- The font and spacing of the numbers in the agreement presented by Mr R is different than in the rest of the agreement. In the FCA agreement it is consistent throughout.

- The APR in Mr R's version doesn't have a decimal point but other numbers in the document do. That inconsistency isn't present in the FCA agreement.
- The £10 Option Fee isn't included in the Final Payment and should've been. It is correctly listed in the agreement FCA have presented.

If the agreement FCA hold wasn't the one that Mr R thought he was responsible for I think it likely that he would have challenged the information in his annual statements over the years his agreement was active. Those statements listed a different registration number than Mr R says was valid and a higher interest rate. I think it's likely Mr R would have complained much earlier had the agreement FCA were holding him to not have been the one he agreed.

I'm not therefore persuaded that FCA have done anything wrong here and I'm not asking them 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 R to accept or reject my decision before 1 August 2022.

Phillip McMahon
Ombudsman