

The complaint

Mr E complains about the redress from Bank of Scotland plc (BoS) trading as Halifax in relation to an issue with a car partly purchased by credit card. He would like further compensation than BoS has agreed to pay.

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 have reached the following conclusions:-

- I understand BoS has already refunded the cost of a report it asked Mr E to get when he complained that a car he purchased was not 'as advertised'. And paid him £75 compensation for giving him wrong information. I think BoS were right to do this. There was no need for a report to confirm the issues Mr E complained of – only one charging cable and misleading information on the MOT and servicing history..
- The report found various issues which would cost around £3000 to make good. Given the car Mr E bought was a used one it's not unexpected that there might be some wear and tear issues. Unfortunately, it seems BoS gave Mr E the expectation it would cover part of the repair costs which was not the case. We wouldn't expect, under a Section 75 claim, such a refund to be made. The issues in the report don't relate to what was advertised and don't make the car of unsatisfactory quality. Mr E initially wanted a partial refund of these costs, but I don't think this is reasonable. I think the £75 BoS paid Mr E for misleading him on this is reasonable as it gave him a false expectation of getting some of the repair costs in the report refunded.
- BoS has accepted our investigator's view that it should cover the cost of the missing cable. I think that is reasonable as the advertisement specified two cables.
- Mr E has additionally asked for compensation for the few days he was without the car whilst it was being inspected, and for the fact it was advertised with a new MOT and a recent service, when both were completed some months before Mr E got the car. Our investigator recommended BoS pay a further £100 compensation to cover these issues which BoS has agreed to do. I do think there was some inconvenience for Mr E in being without a car for a short time – but he hasn't evidenced any actual costs such a hire car that I could consider. In terms of the MOT and service Mr E could have checked these before he bought the car. He also didn't want to take up BoS's original offer to return the car which I think he would have done had the MOT and service been of such a concern. The car did have a valid MOT and a relatively recent service and I have no evidence either the timing of these have led to any specific financial cost for Mr E. Taking all the issues into account I think the additional

compensation of £100 that BoS has agreed to pay is sufficient to cover the distress and inconvenience to Mr E.

My final decision

My final decision is that I uphold this complaint

In full and final settlement Bank of Scotland plc trading as Halifax should :-

- On proof of purchase, refund Mr E the cost of an additional charger suitable for public charging
- Pay Mr E an additional £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 18 October 2022.

Bridget Makins
Ombudsman