

The complaint

Mr T complains Bapchild Motoring World (Kent) Limited trading as Big Motoring World ("Bapchild") failed to cancel his Guaranteed Asset Protection ("GAP") insurance after he returned the car he purchased.

What happened

I recently issued a provisional decision on this matter on 1 September 2023, an extract of which is detailed below.

- *"Mr T purchased a car from Bapchild. He took out GAP insurance which he says he was pressurised into buying. Additionally, he took GardX protection and paid an admin fee to Bapchild.*
- *Unhappy with the car, he decided to return it within Bapchild's seven day return window. He asked Bapchild to pay back the admin fee and the cost of the GardX protection but was told this was non-refundable.*
- *He says Bapchild agreed to cancel the GAP insurance but failed to do this and the money was taken by the finance provider. Mr T says he then had to arrange cancellation of the GAP insurance himself, causing him distress and inconvenience.*
- *Mr T complained to Bapchild and, unhappy with its response, raised a complaint with this Service. The complaint has come to me for an Ombudsman's decision.*

What I've provisionally 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 have explained in a separate decision why I don't think this Service has the power to consider the part of Mr T's complaint relating to the GardX protection so I won't comment on that further here. Additionally, I can't consider the refund of the admin fee or the cost of the petrol which Mr T has seemingly accepted.

So, the key remaining area of contention is about Bapchild's failure to arrange cancellation of the GAP insurance, and this is the focus of my decision.

This Service has asked Bapchild to provide information about the GAP insurance on seven separate occasions over the period from September 2022 to June 2023. It has failed to provide this or any explanation about what happened, other than to confirm the insurance was cancelled in March 2022 and to say it has no documentation available.

In the absence of anything from Bapchild, I will reach my decision on the basis of the evidence I do have available to me.

Mr T says Bapchild promised to arrange cancellation of the GAP insurance and this seems to be in line with what's detailed in Bapchild's cancellation terms. According to these terms, this should have been a straightforward process, handled by Bapchild but from Mr T's testimony, this didn't go smoothly.

Mr T says Bapchild failed to cancel the insurance and as a consequence he was charged for the cover and had to arrange the refund and cancellation himself. This caused Mr T distress and inconvenience and he's detailed medical conditions and personal circumstances which he says made this worse for him.

I've thought about this carefully, and based on the evidence I've seen, on balance, I'm satisfied Bapchild failed to cancel the GAP insurance and caused Mr T distress and inconvenience as a consequence. I'll be keeping this in mind when I make my award.

I'm not satisfied I've seen enough to safely conclude Mr T was pressurised into taking the GAP insurance and as the policy has now been cancelled and Mr T has confirmed he's received back what he paid, I don't think this makes a difference anyway."

Bapchild didn't provide any further comments for me to consider. Mr T provided comments, which I've summarised below:

- Bapchild didn't let him know it wouldn't refund the cost of the fuel.
- I should revisit my provisional decision to take into account the broader constraints of complaints like his.

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've considered Mr T's further comments.

- Our Investigator previously explained to Mr T we can't consider the refund of the fuel he put in the car. The position on that remains the same, and this is unrelated to any other products he purchased from Bapchild.
- In a separate decision I have explained why we can't consider Mr T's concerns about the GardX protection he purchased. And I've already explained above in my provisional decision my findings on the aspect of the mis-sale of the GAP insurance.

Having thought carefully about Mr T's further comments, I remain satisfied with the outcome I reached in my provisional decision and have found no reason to change this. So, as I explained above, I will be upholding this complaint.

My final decision

My final decision is that I uphold this complaint and direct Bapchild Motoring World (Kent) Limited trading as Big Motoring World to pay Mr T £100 for the impact of its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 12 October 2023.

Paul Phillips

Ombudsman