

## **The complaint**

Mr T complains about the quality of a used car he acquired through a hire purchase agreement with Black Horse Limited trading as Jaguar Financial Services ('Jaguar FS'). Mr T says he was given false information about the car when he purchased it. He says he was told that it had a full service history when this was not the case. He says he wouldn't have bought the car if he was given the correct information at the time of sale.

## **What happened**

Mr T's complaint is about a car he acquired using a hire purchase agreement in November 2022. The car was used, and it was first registered in March 2018. So, it was over four years old when Mr T received it. It had covered 46,255 miles. The cash price of the vehicle was £24,049. Mr T sold the car back to the dealership in October 2023 after having some problems with it. Mr T says that he has lost around £3,000 when he did this.

Below is a summary of the issues complained of by Mr T and what has happened with the car, alongside what has happened in respect of the complaint.

Mr T has made a complaint about the quality of the car he acquired. This part of his complaint has been considered separately, and I won't consider the issues he has raised about the car itself here.

Mr T has also complained to Jaguar FS about the information he was provided when he was acquiring the car. He says that the car was advertised as having a full service history, but he says it didn't have this. And so, he thinks he was misled.

Jaguar FS considered this complaint, and it didn't uphold it. It said that the car wasn't advertised as having a full service history. And it explained that the car would not need a full Jaguar dealership service history to be an approved used car. To do this it would have to be brought in line with the cars service regime, which in this case would mean a major service. And this was completed.

Mr T didn't agree with this and brought his complaint to the Financial Ombudsman Service.

Our Investigator didn't uphold Mr T's complaint. A copy of the call where Mr T said he was told the car had a full service history, or the advert from the time, weren't available. So, it wasn't demonstrated that Mr T was misled about the car.

Mr T didn't agree with the Investigator. He said although he could not prove the car had a full service history, he was sure that he was told this. He said there is no service history on the manufacturers database, and he was not told about this before he acquired the car.

He also thinks the service history that the car does have, which are invoices from a third-party garage, are 'manufactured' as they have an incorrect VAT number. He thinks they are self-generated and not from a garage at all and they may be fraudulent. So, he has concluded that the car has no service history at all.

There was some further correspondence, but no new issues were raised. Because Mr T didn't agree, this matter has been passed to me to make a final 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.

Mr T says he was given false information by the car dealer, and this led to him entering into the agreement for the car. I understand that Jaguar FS wasn't a party to these negotiations, and it wasn't aware of what was discussed between Mr T and the dealership. But it can still be responsible for what was discussed and the information that Mr T was provided when he acquired the car. This is because section 56 of the Consumer Credit Act 1974 establishes that a lender can be held responsible for antecedent negotiations carried out by their agent, such as a broker or dealership, that takes place before the agreement is entered into.

So, to uphold this complaint, I need to be satisfied that a misrepresentation has taken place that has affected the sale of the car. This would mean I need to be satisfied of both of the following:

- incorrect information about the car was provided to Mr T, in this case he was given incorrect information about the car's service history; and.
- this information induced Mr T into entering into the agreement.

I've considered if this was the case.

Mr T said he saw an advertisement for the car that said it had a full service history. The car dealership has said that it would not have advertised the car in this way as it didn't have a full Jaguar Land Rover manufacturers service history.

Where two party's version of events differ in this way, in order to show that Mr T was misled I would need further evidence that supports what he says. So, I could then say that it's more likely that this is what happened.

Neither party to the complaint, nor our Investigator, have been able to source the advert or any other information such as the phone call Mr T has referred to. So, I think it's reasonable to say that this information isn't now available.

So I don't have enough evidence to support what Mr T says and I don't think it is available. So, I don't think it's reasonable to say that Mr T was misled about the service history of the car. And I'm not able to uphold his complaint about this.

The car was an 'approved' used car by the dealership. I've seen the terms of this 'approval' scheme and they say that in order for a used car to gain approval it either has to have a full manufacturers service history or be brought in line with this before the sale. In this case the car required a major service and Jaguar FS say this was done. I think it's likely this was the case, and the car was correctly advertised as 'approved'. So, I don't think Mr T was misled about this either.

The car does have some service history, and this has been provided. I've seen invoices that show that a third party garage serviced the car in 2019, 2020 and 2021. This is close to, or is what would normally be considered as, a full service history. I can see there is some scope for confusion here. For example, if Mr T says he was told about this service history and he thought it meant the car had a full manufacturers service history when it doesn't. But even

taking this into account I don't think it affects what I think about Jaguar FS providing misleading information to Mr as I've said above.

Mr T says that these service invoices are false, and possibly fraudulent, as he says the business VAT number on them is incorrect. Having thought about this, I'm not persuaded that it has much relevance to Mr T's complaint. The complaint isn't about this third-party garage. And Jaguar FS didn't rely on the previous service history to say the car was 'approved'. So even if Mr T could conclusively show what he said is correct, then I don't think it would affect what Jaguar FS should have done.

Overall, I'm not upholding Mr T's complaint. I don't think it was likely he was misled in the way he says he was.

### **My final decision**

For the reasons set out above, I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 28 February 2025.

Andy Burlinson  
**Ombudsman**