

The complaint

Mr P complains that he was mis-sold a conditional sale agreement for a vehicle with Drive Motor Retail Limited trading as Drive Vauxhall Bristol ("Drive Vauxhall").

What happened

In March 2021 Mr P acquired a car via a finance agreement arranged by Drive Vauxhall. The car was around four years old at the time, had covered about 59,000 miles and the cash price was £10,167.

Mr P says he was mis-sold this agreement because amongst other things he was never given the full documentation of the agreement. He says he was unaware of the balloon payment of £2575 and states the signature on the agreement wasn't his.

Mr P made a complaint, but it wasn't upheld. The complaint was referred to our Service and our Investigator looked into things. She didn't think Drive Vauxhall had mis-sold the finance agreement and so didn't suggest it do anything to put things right.

Mr P didn't agree and so the complaint has been passed to me to decide.

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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time.

Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider likely to have happened in light of the available evidence and wider circumstances.

Mr P complains about a conditional sale agreement brokered by Drive Vauxhall. Credit broking is a regulated activity, so I'm satisfied I can consider Mr P's complaint. I've considered whether Drive Vauxhall did anything wrong when it brokered the credit to Mr P, such as giving him incorrect or misleading information.

The Financial Conduct Authority in the CONC section of its rules says that Drive Vauxhall must explain the key features of a regulated credit agreement to enable the customer to make an informed choice. Key features would include things such as balloon payments.

I have a copy of the conditional sale agreement as well as other documentation provided at the point of sale along with correspondence between Mr P and Drive Vauxhall when he raised his complaint about the agreement having been mis-sold.

I've seen Mr P says in his complaint he was never told what type of agreement he was

taking out; he was never informed about the balloon payment due at the end of the term and says he wasn't provided with full documentation. He also states there was no documentation confirming his cooling off period and states it is not his signature on the paperwork. So, because of this, amongst other things he thinks he was mis-sold the agreement.

I've thought about all that Mr P has said but on balance of the available evidence here I think it's more likely than not that Mr P was provided with the finance agreement prior to his entry into it and that he agreed to be bound by its terms. I've seen the signature on the conditional sale agreement and in my view, it's electronic. I've also been told by the business that this is part of its usual process and in order for the electronic signature to be added a verification code is sent to the customer's phone.

The purchase of the vehicle took place over a few days. This included the initial meeting when the finance was discussed and signed for. For obvious reasons I'm not able to say what was said during a face-to-face discussion which took place. So, I must rely on what evidence is available and what I believe likely occurred. Based on the information I have it seems likely there were telephone calls and meetings that took place which is all normal when taking out a car on finance.

A few days after the initial conversations is when the car was collected, and documentation would've been provided. I don't consider whether someone other than Mr P completed the signature to be materially evident to my findings. I say this because Mr P's actions both before and after the agreement commenced are consistent with him having received the agreement and with his intention to be bound by it. The available evidence strongly indicates that Mr P signed the agreement which included the figure of the final balloon payment.

The conditional sale agreement contains all the material information required by the Consumer Credit Act 1974. For example, it sets out the description of the vehicle, the interest rate, and total amount payable under the agreement. It also tells Mr P about his right to terminate the agreement. I make the observation that Mr P does not appear to have sought or intended to withdraw from the agreement. Rather, he made the payments and enjoyed the use of the car. He's also said he was unaware of the final balloon payment but having reviewed his agreement I'm satisfied it states how much the final repayment was. I also think it's reasonable to expect that someone reads an agreement before entering into it.

So, all things considered and from the information provided, I'm persuaded Mr P was aware the agreement was in place and what his financial obligations were under it. I'm satisfied Drive Vauxhall acted fairly in the circumstances of this complaint and the finance agreement wasn't mis-sold.

As I've concluded that the finance agreement wasn't mis-sold to Mr P, I don't require Drive Vauxhall to take any action in relation to this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 April 2025.

Rajvinder Pnaiser
Ombudsman