

The complaint

Miss K complains about the way that she was treated by BMG FG (UK) Limited, trading as Car Loans UK, when it was arranging finance for a car to be supplied to her.

What happened

Miss K used Car Loans UK to arrange for a car to be supplied to her under a finance agreement. She complained to Car Loans UK in December 2023 about the service that she'd received and about some issues with the car. Car Loans UK upheld Miss K's complaint. It offered her redress of £150 for the service issues and said that the issues with the car were being addressed.

Miss K wasn't satisfied with its response so complained to this service. She says that the broker was very pushy and wanted documents too quickly, she felt harassed and rushed, and she'd like compensation for misinformation and the phone calls that were made to her during working hours and at the weekend. Her complaint was looked at by one of this service's investigators who, having considered everything, didn't think that it should be upheld.

She said that she understood that the car not being ready for collection on the Friday caused Miss K inconvenience as she was without a car over a weekend and had prior engagements that were then difficult to fulfil. She said that it hadn't been confirmed that the car would be ready to collect that day and Car Loans UK had offered £100 to acknowledge the inconvenience that Miss K was caused. She considered that offer to be fair and in line with what this service would recommend to recognise the impact that that had on her.

She said that Car Loans UK had reviewed Miss K's sales journey and found that the document fee wasn't properly explained to her so it offered to waive the £50 fee. She said that she didn't require Car Loans UK to take any action other than to honour the £150 offer that it had already made.

Miss K didn't agree with the investigator's recommendation and asked for her complaint to be considered by an ombudsman. She says that she received terrible treatment and the dealer was shocked and frustrated by the treatment and said that she should cut it out. She says that she believes that she's entitled to more compensation as this has been going on since last year and has affected her in a lot of ways. She says that she didn't even want a broker involved and, if she'd had the choice, Car Loans UK wouldn't have been involved.

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.

It's clear that Miss K feels very strongly that she didn't receive acceptable service from Car Loans UK in connection with the broking of finance for a car to be supplied to her. She complained to Car Loans UK in December 2023 and its final response letter to her says that she was complaining because she was: *".... truly disappointed and disgusted in the service*

[she'd] received from certain individuals ... at the business". When Miss K complained to this service she said that the broker was very pushy and wanted documents too quickly, she felt harassed and rushed, and she'd like compensation for misinformation and the phone calls that were made to her during working hours and at the weekend.

Car Loans UK upheld Miss K's complaint about the service issues and it offered her redress of £150. It says that a breakdown in communication led to the payment of a document fee which Miss K wasn't aware of and there was some confusion around the date of preparation and delivery of the car, which may have caused her subsequent financial or emotional harm. It said that it attributed redress of £50 for the documentation fee, which wasn't properly explained, and attributed a further £100 to further harm caused for the inability to drive the car over the weekend. But it said that funds were only received by the lender on the Monday, and were dispersed to the dealer that day. It also said that at no point did it confirm that the car would definitely be ready for collection or delivery on the Friday, but it did suggest that it would hopefully be ready. It said that it didn't view Miss K's request for compensation of £756 as justifiable based on the circumstances.

I consider that the £150 that Car Loans UK offered to Miss K was fair and reasonable compensation for the issues that she'd experienced. I'm not persuaded that there's enough evidence to show that the broker was unacceptably pushy or wanted documents unacceptably quickly and it looks to me as though Miss K had enough time to review the documents and consider the suitability of the finance. Nor am I persuaded that there's enough evidence to show that Car Loans UK acted incorrectly by phoning Miss K during working hours and at the weekend.

I appreciate that this will be disappointing for Miss K, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Car Loans UK to pay Miss K more than the £150 that it has offered to her or to take any other action in response to her complaint. But it should pay to Miss K the £150 that it has offered her.

My final decision

My decision is that I don't uphold Miss K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 13 November 2024.

Jarrold Hastings
Ombudsman