

The complaint

Mr T complains Motorpoint Limited mis-sold him a Hire Purchase Agreement.

What happened

In August 2023, Mr T acquired a car via a Hire Purchase Agreement, with the finance arranged by Motorpoint.

In January 2024, Mr T raised concerns Motorpoint mis-sold the agreement, saying the interest and total amount repayable hadn't been clearly set out. Mr T also said he hadn't been provided copies of the pre contract information, alongside raising concerns about the general sales process, saying that he felt pressured into buying the car.

Motorpoint doesn't agree it's done anything wrong. It says Mr T signed the agreement, which set out the interest rate and total amount payable. So, it says he would have been aware of this information before agreeing to enter the agreement.

Mr T disagreed, saying there had been a lack of transparency in the sales process and he hadn't known which sort of finance agreement he'd entered. Mr T therefore referred his concerns to our service.

One of our Investigators looked into what happened and didn't think Motorpoint had done anything wrong. She said she couldn't comment on all the concerns Mr T had raised as some fell outside our remit. In reviewing the part of the complaint we can consider – the arranging of the finance agreement – the Investigator didn't think Motorpoint had done anything wrong. She was satisfied Mr T had been provided the necessary information before signing the agreement.

Mr T disagreed saying he hadn't been provided the key details of the finance agreement before it was setup. He also maintained that the general sales process had been poor with high pressure tactics. As the matter couldn't be resolved, 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.

I think it's important to set out at the beginning that I'm not able to comment on all the concerns Mr T has raised. As our Investigator explained our service is only able to determine complaints about regulated activities. So, while I note Mr T has raised general concerns about how the dealership sold the car, this isn't something I'll be commenting on further in this decision, rather my focus will be on whether it did anything wrong in arranging the finance.

In doing so, I must make my decision on the evidence available. In its submission Motorpoint has provided a copy of the sales invoice and finance agreement signed by Mr T on 11

August 2023. The sales invoice clearly sets out that a proportion of the agreement was being financed. On the first page of the finance agreement, it then sets out the interest rate alongside the total amount payable. In signing the agreement, Mr T also confirmed he'd been provided a copy of the necessary pre-contract information, and the system notes show policy documents were emailed to Mr T on 1 August, ahead of the agreement being signed.

So, on balance, I'm satisfied this information was available to Mr T, before deciding to accept and sign the agreement.

Mr T has raised concerns he was pressured into buying the car and therefore entering the agreement. I note the purchase wasn't made during just one visit, rather Mr T attended the dealership a number of times before acquiring the car and entering the Hire Purchase Agreement. I haven't seen anything to say Mr T had changed his mind, or contacted Motorpoint shortly after everything was finalised, so based on the evidence available, I don't have enough to conclude Mr T was pressured into entering the agreement.

Mr T has also raised concerns that the signature on the invoice doesn't match his own and has provided a copy of his driving licence for comparison. I can't see a significant difference between the two signatures and in any event, for the reasons explained above, I'm satisfied that Mr T was provided details of the finance agreement before choosing to enter it. And Mr T's contention isn't that he didn't know he had entered a finance agreement, rather that he wasn't aware of the terms.

Having entered the agreement, Mr T has said he wasn't provided the necessary paperwork such as a copy of his agreement after he'd signed it. Motorpoint has apologised for this and says a printed copy should have been provided after entering the agreement. I understand Mr T has now been provided a copy of the agreement and it's disappointing this wasn't provided at the point of sale. I don't however find this means the agreement was mis-sold – as a printed copy should have been provided after it was signed, by which point Mr T had confirmed acceptance of the terms, including the rate of interest and total amount payable.

As a result, while I appreciate this answer may come as a disappointment to Mr T, I don't find Motorpoint has done anything wrong in arranging this Hire Purchase Agreement. From the evidence available, I'm satisfied Mr T was provided with the required information before deciding to enter the agreement.

My final decision

For the reasons I've set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 April 2025.

Christopher Convery
Ombudsman