

The complaint

Mr S complains that the car he acquired through Black Horse Limited trading as Land Rover Financial Services (“BHL”), wasn’t of satisfactory quality. He says the car he received wasn’t the same specification as the one he ordered, and he wants his payments frozen until the matter is resolved to his satisfaction.

What happened

Mr S entered into a hire purchase agreement in March 2024 to acquire a new car. The cash price of the car was £135,711 and, after taking account of the advanced payment, the amount of credit provided was £130,253.44. The total amount repayable was £169,504.76 and was to be repaid through the credit agreement which was set up over a 60-month term with monthly payments of £2,734.12.

Mr S told us:

- He placed an order for a new car in July 2022 which clearly stated that the car had a standard wheelbase, but the car wasn’t going to be ready for collection for some time, and he was subsequently advised that the car could be collected March 2024;
- on 26 March 2024 he electronically signed the documentation, but he says he signed them without looking at the details because he wasn’t expecting any changes;
- he collected the car and took it home, but his wife wouldn’t drive it because it was too big, and it wasn’t until he put it up for sale that he realised the car had a long wheelbase;
- he can’t use the car, and it won’t fit in his garage, so he wants to reject the car because it was mis-sold to him, and he wants BHL to return all his payments, and cancel the credit agreement.

BHL rejected this complaint. It didn’t dispute that the order form in 2022 had been for a car with a standard wheelbase. But it said Mr S had signed new paperwork in March 2024 – nearly two years later – and this paperwork only referred to a new car with a long wheelbase. BHL said there was no evidence of the car being mis-sold.

BHL told this Service that it did not consider that a false statement of fact had been made to Mr S – the car had not been mis-sold. It said the first order form – July 2022 – had never been signed by Mr S, so there was no evidence that this was the car specification that Mr S intended to purchase. And it noted that the 2022 order form contained no vehicle details which, it says, shows the order was never completed.

BHL says that Mr S signed two order forms in March 2024, both of which were for a long wheelbase car. It explained that after signing the order form on 26 March 2024, Mr S had made a change to one of the optional extras, so a new form was signed by him on 28 March 2024. And it noted that one of the optional extras that Mr S added was a ‘*deployable sidestep kit*’ which was recorded as being for a car with a long wheelbase.

Our Investigator looked at this complaint and said he didn’t think it should be upheld. He said he simply couldn’t conclude that Mr S had been supplied with a car that was different to the

one he'd ordered. He said there were a number of differences between the 2022 order form and the 2024 order forms, and in signing the 2024 forms, Mr S was confirming he'd read and understood everything and was happy to proceed.

Unhappy with our Investigator's opinion, Mr S sent in further comments and copies of correspondence between himself and the supplying dealership, and our Investigator reviewed these carefully. Our Investigator said the additional information did not change his opinion. And he noted that in the five months since it was supplied, Mr S had been able to drive 2,000 miles in a car that he had said was too big to drive.

Mr S disagrees so the complaint comes 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.

Having done so, I agree with our Investigator – I don't think this complaint should be upheld, and I'll explain why.

I hope that Mr S won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an *informal* dispute resolution service, and I've concentrated on what I consider to be the crux of this complaint. Our rules allow me to do that. Mr S should note, however, that although I may not address each individual point that he's raised, I have given careful consideration to all of his submissions before arriving at my decision.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr S is a regulated consumer credit agreement this Service is able to consider complaints relating to it. BHL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

I don't think there's any dispute that Mr S is unhappy with the car that he collected from the supplying dealership; it was a long wheelbase vehicle which he says wasn't what he ordered. But the parties don't agree how this came about.

Mr S says the dealership made an error when it came to fulfil the order and it's different from the order he made in 2022.

BHL disagrees. It says that the 2022 order was never signed and was not completed. And it says the 2024 paperwork that Mr S signed; amended; and then signed again is the relevant paperwork. And the car supplied matches the specification on the 2024 documents.

In these sorts of situations where the parties do not agree, my role is to look at the evidence and decide what I think is *more likely* to be the case – what do I find more persuasive based on all the oral and written evidence.

Having considered everything very carefully, I'm satisfied that the car supplied matches the specification of that ordered in March 2024. I've heard what Mr S has said, but I've seen copies of the paperwork he signed in 2024 confirming the specification of the car he wished to acquire. I've also noted that one of the optional extras that was selected appears to have been chosen with the long wheelbase model in mind.

So, on that basis, the car supplied matches the specification detailed in the paperwork and signed by Mr S. In signing it, Mr S ought reasonably to have checked the details and particulars on the form. And I'm persuaded that he did just that, because a small amendment was made to it before he signed it again just two days later.

In summary, in the absence of any clear evidence to support Mr S' position, I do not believe this car was mis-sold, and I do not uphold this complaint. I know Mr S will be disappointed with the outcome of his complaint, but I hope he understand why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 September 2025.

Andrew Macnamara
Ombudsman