

## **The complaint**

Mr L complains about a credit intermediary, Bapchild Motoring World (Kent) Limited trading as Big Motoring World ("Bapchild"), in relation to an agreement he took out with a third-party lender to acquire a car.

## **What happened**

Bapchild, a credit intermediary – arranged finance on a car for Mr L, with a third-party finance company in August 2024. The car was acquired using a hire purchase agreement. The cash price of the car recorded on the agreement was £22,000 and the deposit recorded on the agreement for the car was £3,102. The same deposit listed on the agreement was also recorded on the sales invoice.

Mr L said he paid a deposit of £4,700, which he thought was to go directly towards the car he was acquiring. However, he said it appeared only £3,102 of the payment he made went towards the car, and the remaining amount went towards two additional products which were taken out when he acquired the car. The additional products do not form part of the hire purchase agreement.

Mr L said that he requested to pay for one of the additional products ("Product A") upfront but wasn't given the option to do so and he said he didn't agree to a portion of his deposit to have been allocated to the additional products.

Mr L also said that he was told the second product ("Product B") would be a free of charge extra, only to later see it was a £799 charge. Mr L said the result of these products being included meant that his loan amount on the agreement was higher than expected, leading to high interest payments over the term of the agreement.

Mr L complained to Bapchild and among other things, wanted a refund for Product B, and an adjustment made to his agreement to reflect the full deposit he paid to go directly towards the car, and in turn, reduce the principal loan amount and associated interest he owed.

Bapchild issued their final response in November 2024, in which they said that all documentation which showed Product B was chargeable was signed by Mr L and that it wasn't a product which could be cancelled. Bapchild also said that a portion of the deposit was used towards the additional products taken out to prevent Mr L from paying interest on them. In summary, Bapchild explained that they didn't uphold Mr L's complaint.

Unhappy with Bapchild's response, Mr L referred his complaint to our service.

Our investigator issued their view and explained that she didn't uphold Mr L's complaint. In summary, our investigator said she saw that the additional products, along with the costs of them were listed on several documents signed by Mr L. She also thought that the agreement didn't need to be amended as Mr L signed it and agreed with the information contained with it.

Mr L disagreed with the investigator's findings. Among other things, Mr L said the investigator relied solely on signed documents and disregarded the context in which they were presented. Mr L said he was told Product B was included for free, but later discovered he was charged for it on his agreement. Mr L also thought the deposit amount which went towards the agreement was not properly disclosed to him.

Mr L later confirmed that he was refunded the money but still wished to continue with his complaint. Mr L believes he was misled about the deposit amount.

The investigator later explained to Mr L that there were aspects of his complaint that our service wouldn't be able to consider against Bapchild. The investigator explained that the additional products Mr L has complained about is not part of a regulated credit agreement, and so wasn't something we could look into further. The investigator explained that our service could only consider the misrepresentation he thought was made in relation to the deposit amount.

Mr L asked our service to proceed to a decision and accepted that there were only certain aspects of his complaint we would consider. 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.

Having done so, I'm not upholding this complaint and I'll explain why below.

Mr L has complained about several things in relation to a car he acquired, financed with a hire purchase agreement, where Bapchild were the credit intermediary. As our investigator has already explained, I will not make findings on some aspects of his complaint.

For example, Mr L said he was charged for Product B and that it was included on his agreement. It is worth noting, however, having seen a copy of the agreement Mr L signed with the third-party lender, no additional products were attached to it. So, the additional products taken out are not attached to a regulated credit agreement, but rather were taken out independently of the agreement.

Mr L also complained about what he thought were widespread misconduct and regulatory concerns with Bapchild. To be clear, my role is not a regulatory one, but rather to consider whether Bapchild are responsible to put things right for Mr L for this complaint only.

What I have considered in this decision is how Mr L didn't think the deposit amount he paid was properly disclosed to him. In essence, Mr L believes a misrepresentation of the finance agreement occurred.

For a misrepresentation to have taken place, I need to be satisfied that a false statement of fact was made and that this false statement of fact induced Mr L into taking out the agreement when he otherwise wouldn't have. So, I first need to consider whether a false statement of fact was made.

From the information I have been supplied, I'm not satisfied that a false statement of fact was made. I say this because, I think the agreement and the sales invoice for the car was clear in setting out how much was recorded as the deposit. And Mr L would have had sight of this before acquiring the car, As the evidence at hand doesn't suggest a false statement of fact was made, I'm not satisfied a misrepresentation was made here.

**My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Bapchild Motoring World (Kent) Limited trading as Big Motoring World to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 4 November 2025.

Ronesh Amin  
**Ombudsman**