

The complaint

Ms M complains about the level of service she received from Arnold Clark Automobiles Limited (“ACAL”) when she acquired a new car in 2024. She says she was pressured into signing the credit agreement.

Ms M is represented in her complaint. For ease of reading, the submissions made by Ms M and made by her representative will be referred to as having been made by Ms M.

What happened

Ms M entered into a conditional sale agreement when she acquired a new car in 2024. ACAL in November 2022 to acquire a used car. On this occasion, ACAL were the supplying dealership – so it acted as the retailer – it supplied the car. ACAL also acted as the credit broker – it introduced Ms M to a third-party which provided the finance.

The cash price of the car was £25,415, and after taking account of the advance payment, the credit provided totalled £18,117. The agreement was set up over a term of 37 months, with monthly payments of £282.93. The total amount repayable, if the agreement ran to term, would be £28,909.88.

The details of this complaint are extensive, but are known to both parties, so I’m only going to summarise the key points here. If I don’t comment on something, it’s not because I haven’t considered it, it’s because I’ve concentrated on what I think are the key issues. Our powers allow me to do this.

Ms M told us:

- She decided to buy a new car in January 2024, and although she’d decided to purchase a car elsewhere, ACAL said it could better that package, and it offered some extras;
- although she placed her order in January, the original delivery date was repeatedly delayed, and it wasn’t until May that delivery in June was confirmed, and a car was available following another customer’s order being cancelled;
- when she collected the car, she felt pressured into signing the agreement and paperwork, and wasn’t given time to decide if the payments were affordable;
- in the six months since she first ordered the car on the basis of ACAL’s initial quote, the residual price of her existing car – the one she was part-exchanging – had reduced and resulted in an increase in her monthly payments.

ACAL rejected this complaint. It said the *guaranteed future value* of the car she was part-exchanging had fallen, resulting in slightly higher monthly payments. But it said it had no control over what had happened – the car’s guaranteed future value is determined by the third-party that provided the finance; they evaluate the car’s market value at the end of the conditional sale agreement.

Our Investigator looked at this complaint and said that much of what Ms M complained of was outside the jurisdiction of this Service, and he explained that the scope of our jurisdiction is set out in the *Financial Conduct Authority's* handbook under DISP Rule 2.3.1.

He explained that ACAL had two roles when it sold Ms M the car; it had acted as a *retailer* when it provided the car; and it had acted as a *credit broker* when it introduced Ms M to the third-party that provided the finance under the conditional sale agreement.

Our Investigator explained that ACAL's actions as a *retailer*, and Ms M's complaints about those actions were not things that this Service could consider. This included Ms M's complaints about things like the delays in delivery; the communications about those delays; the part-exchange price and the change in that price; and the customer service things ACAL had allegedly offered and not provided such as a full tank of fuel or a boot-liner.

Our Investigator did say that he could look at the complaint that Ms M felt pressured into taking out the credit agreement, but that having considered everything, he had seen no evidence of Ms M being pressured into entering into the credit agreement.

Ms M disagrees so the complaint comes to me to decide. She says she was coerced, misled and pressured into signing the agreement.

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 need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the relevant time.

Having considered all the evidence, I've reached the same conclusion as our investigator and for broadly the same reasons.

I'm only able to look at the complaint Ms M makes about feeling pressured into signing the conditional sale agreement. I too cannot look at Ms M's other complaint points for the same reasons given by our Investigator – they're simply not in the jurisdiction of this Service and I do not have the power to consider them.

The transaction to acquire the new car took place in the supplying dealership – ACAL's premises. Unfortunately there's no recordings of what was discussed at this time, so it's difficult for me to know exactly what happened and what was said. Because of this, I have to consider what I think is *more likely* to have happened based on the available evidence and testimony.

The parties simply do not agree on this matter. Ms M says she was "*coerced, misled and pressured into signing the agreement*". ACAL disagrees. So I've looked very carefully at the documentation from January – when Ms M first placed her order for the car – and from June when the final quote was generated and the credit agreement was signed.

Having done so, I simply can't find any evidence that suggests Ms M was coerced or pressured into taking out this credit agreement. I say this because the quotes have a number of optional items on them, some of which have been selected, while others have been declined. And I think this suggests Ms M made choices about what she wanted in those meetings with the ACAL representatives. I think that had she been coerced or pressured,

then it's more likely than not that all the optional extras would've been selected to maximise the cost to Ms M and the revenue to ACAL.

I can see that quite a lot of information was collected to generate both the quote and the credit agreement, and I expect this felt like a long and tiring process for Ms M; she told us that this was the first time she'd bought a new car.

And although Ms M says she was pressured, she hasn't told us precisely what ACAL said to make her feel that way. I accept she'd provided her honest recollections what happened on that day, but I simply do not have enough evidence to say that ACAL acted in a way to unfairly pressure Ms M into this credit agreement. In summary, long and tiring the process at the supplying dealership may have been, but I simply have no evidence that Ms M was pressured into signing anything.

I know that Ms M will be disappointed with the outcome of her complaint, but I hope she understands 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 Ms M to accept or reject my decision before 3 February 2026.

Andrew Macnamara
Ombudsman