

## **complaint**

Mr D says that Suzuki Financial Services Limited ('SFSL') mis-sold a hire purchase agreement for a car. He said that the car was advertised with finance at 0% interest but when he saw the agreement he had signed this was not the case. He wants to cancel the finance and reject the car.

## **background**

Our adjudicator did not recommend this complaint be upheld. In summary, she explained that the adverts for 0% interest clearly relate to cars registered prior to 2014 (as Mr D purchased a brand new 2014 registered vehicle he was not eligible for this rate). And she was satisfied that Mr D was likely to have been given a reasonable opportunity to examine the finance agreement before signing it.

Mr D disagrees. He maintains that the car was mis-sold to him. Therefore, this matter has been passed to me for final determination.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where matters are in dispute or unclear I make my findings on the balance of probabilities – which is to say, what I consider most likely the case based on the evidence that is available and the wider surrounding circumstances.

For clarity, references to submissions made by Mr D also include submissions made on his behalf by a third party. I note that Mr D has previously complained that he had been mis-sold PPI, but our adjudicator explained he had been sold GAP insurance. Mr D has accepted that he has been sold GAP insurance (which he wanted) and mistook this for PPI, therefore, I will not be dealing with this matter any further.

I have examined the adverts which Mr D says misled him into thinking he was getting 0% finance. I consider it reasonably clear on these adverts that the 0% offer is available on vehicles registered in certain years, however, none of these adverts relate to cars registered in 2014. As Mr D bought a brand new car registered in 2014 it follows that he was not eligible for the 0% deal.

Mr D initially said that he thought he was buying a second-hand car. He notes that the car is described as a 2013 model on the order form. However, I note that this same invoice is titled '*New Vehicle Order Form*' and clearly states that the car registration date is 2014. Furthermore, Mr D has later said that he did decide to buy a new car – which is inconsistent with his earlier submissions.

Mr D says that he wanted 0% interest and was told by the broker that 0% applied to new cars. However, this is contrary to the finance agreement which he signed that clearly states the interest rate applicable to the purchase. Mr D says that he signed an electronic signature pad without reading the finance agreement – however, based on the information available to me (including the credible submissions and sales system information of SFSL) I am not satisfied that he was not given reasonable opportunity to read the finance agreement before agreeing to it. I consider that even a cursory glance at the documentation prior to signing would have revealed that this was not a 0% deal. If the issue was important to Mr D, I would have expected him to check this before signing.

I note that Mr D sent a letter to SFSL at an early stage making a request to reject the car and cancel the purchase. In this letter he used both the phrases 'withdraw' and 'cancel' and referred to his rights under the agreement to do so. After clarification with Mr D (who has said that his intention was to walk away from the purchase and not pay anything) I consider his request to be more consistent with cancellation rather than withdrawal. To clarify, under the terms of the finance agreement Mr D does not have a right to cancel. He does have a 14 day withdrawal right. However, to successfully withdraw from the finance agreement he would still be liable to pay for the total purchase price of the car in full within a further 30 days (including any interest accumulated up to that point at the daily rate specified in the agreement). I find this is reasonably clear from the terms of the agreement which he signed.

Overall, I am not satisfied that SFSL should allow Mr D to reject the car and cancel his liability under the finance agreement in this instance. I know this is not the outcome Mr D wants. However, he does not have to accept it and may pursue this matter by alternative means, should he wish to do so.

### **my final decision**

I do not uphold this complaint.

Mark Lancod  
**ombudsman**