

complaint

Mr R complains that a car was misrepresented to him by Decidebloom Limited, trading as Stoneacre. He also complains about a dent on the car, that he wasn't provided with the warranty information and that his name was spelt incorrectly on the registration form.

background

A used car was supplied to Mr R under a hire purchase agreement which he signed in August 2015. He complained to both the finance provider and Stoneacre that the car had been incorrectly advertised. The advert said that the car had Bluetooth satnav and a rear centre seatbelt but it didn't. He also complained about a dent on the car, that he wasn't provided with the warranty information and that his name had been spelt incorrectly on the registration form. Stoneacre offered to pay him £200 compensation as a gesture of goodwill. He didn't accept its offer and complained to this service. And he has made a separate complaint about the finance provider.

The adjudicator didn't recommend that this complaint should be upheld. He noted that Stoneacre had apologised for the incorrect information in the advert but he also noted its website disclaimer which said that adverts were for: *"illustration purposes only and not controlled through Stoneacre"*. And he concluded that Mr R was made aware that the car didn't have some of the advertised features before he entered into the hire purchase agreement. So he concluded that Mr R hadn't been induced into entering into the agreement by a misrepresentation. The adjudicator said that Stoneacre had provided the warranty information to Mr R and that it had corrected his name on the car's registration form. So he considered Stoneacre's offer of £200 compensation to be fair and reasonable in the circumstances. And he recommended that Mr R's complaint about the finance provider should be upheld – and that it should pay for the dent to be repaired.

Mr R has asked for his complaint to be considered by an ombudsman. He says, in summary, that he'd be happy to accept the amount of £200 as a gesture of goodwill. But he says that this complaint has led to some severe stress and inconvenience, and he's not convinced the case has been looked at impartially considering Stoneacre has breached consumer law.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Stoneacre accepts that the advert was incorrect – and it has apologised for that. But the evidence shows that Mr R was aware that the advert was incorrect – and knew that the car didn't have Bluetooth satnav or a rear centre seatbelt – before he signed the hire purchase agreement. So I find that Mr R wasn't induced to enter into the agreement by any misrepresentation by Stoneacre.

Stoneacre has now provided the warranty information to Mr R and it has corrected his name on the registration form. Mr R's complaint against the finance company about the dent is being dealt with separately. So I find that Stoneacre's offer to pay £200 to Mr R is fair and reasonable in the circumstances. And I find that it wouldn't be fair or reasonable for me to require it to pay him a higher amount of compensation – or to take any other action in response to his complaint.

my final decision

So, in full and final settlement of Mr R's complaint, I order Decidebloom Limited, trading as Stoneacre, to pay him £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 August 2016.

Jarrold Hastings
ombudsman