

complaint

Mr L complains that Car Shops Limited miss-sold a Hire Purchase (HP) agreement. He thought he was acting as a guarantor for a family member, but the HP agreement was in his name. He also complains about the terms of the HP agreement.

background

Mr L says he was acting as a guarantor for a family member on an HP agreement for a car. He says the family member paid the money from their account. And he was not aware the agreement was for 5 years. He wants to be removed from the HP agreement.

Car Shop says Mr L took out the HP agreement in his name and was aware of the terms.

The adjudicator did not uphold the complaint. He said that the car order form was addressed to Mr L. who also paid the £300 deposit. The final proposal finance summary was just in Mr L's name, only contained his details and was signed by him. Furthermore, the HP agreement clearly stated the term was for 5 years. Mr L provided identification in the form of his driving licence and counter foil. The adjudicator did not accept the HP agreement had been misrepresented. The terms were clear and the documentary evidence made it clear that the HP agreement was taken out in Mr L's sole name and he was not a guarantor.

Mr L was unhappy with this response and maintained he was a guarantor.

my findings

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

I agree with the adjudicator for much the same reasons. I note that Mr L believed he was acting as a guarantor for a family member. But having reviewed all the documentary evidence, it is clear that the HP agreement was in Mr L's sole name and signed by him. The receipt was also in Mr L's name. No financial or identification details were taken from Mr L's family member. Details were all provided by Mr L as was verification of his address. The HP agreement was clear and the term was for 5 years. There is no evidence to point to Mr L being a guarantor or that anyone else was the applicant. For these reasons, I am not prepared to make any award or direction against Car Shop.

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 L to accept or reject my decision 9 November 2015.

Clare Hockney
ombudsman