

## **complaint**

Mr D complains about a finance agreement he took out through Holt Car Options Ltd so he could buy a car. He says the agreement was misrepresented to him and his signature was applied to one document without his knowledge. He is also unhappy about an insurance policy that was provided, and paid for through the loan.

Mr D is represented in his complaint by Mrs D. For simplicity however, I have referred to the submissions made by both Mr and Mrs D as those from Mr D.

## **background**

The complaint was considered by one of our adjudicators and he explained why he did not think the complaint should be upheld. He didn't think the terms of the finance agreement were misrepresented to Mr D when he took it out. He noted that Mr D signed the agreement and thought it was reasonable that he should be bound by its terms and conditions. He was not persuaded that Mr D's signature had been applied to a document without his knowledge and as our service had already considered a complaint about the insurance (under a separate reference) he could not reconsider this issue.

The adjudicator did not think there were sufficient grounds to recommend Holt Car Options pay redress to Mr D.

Mr D did not accept the adjudicator's conclusions and the complaint has been referred to me for consideration.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have come to the same overall conclusions as the adjudicator for what are broadly the same reasons.

Mr D has raised a number of points about the finance agreement and its terms. He disputes the amounts recorded on the agreement and says he would not have agreed to repay such a high amount. He says he was not told that over £9,000 would need to be repaid in total. While I have noted what Mr D says about the discussions that took place and what he understood he would need to repay, I must also consider the finance agreement and the details contained within it. On balance, I am satisfied that the finance agreement clearly sets out the regular amount that Mr D would need to pay and what the total cost of the arrangement would actually be. Mr D signed the form and I think it is reasonable to assume that he accepted the term of the agreement when he signed it.

Mr D says he was coerced or pressured into signing the form as a deposit had already been paid for the car. Had the agreement not reflected what had been agreed verbally I see no reason why an alternative loan could not have been obtained, as Mr D suggests. This would have delayed the purchase of the car but only by a short period. I do not think that Mr D was therefore forced to sign the agreement and I think it more likely than not that the terms of the loan were acceptable at the time, but only became unacceptable at some point later.

On balance, I am not persuaded there is sufficient evidence to demonstrate the terms of the loan agreement were misrepresented to Mr D. Nor do I think he was coerced or pressured into signing the agreement.

Mr D says that one of the vehicle registration forms has his forged signature on as he did not sign the form. I accept it is possible that he did not sign the form but I cannot, based upon the evidence presented in this complaint, be absolutely certain that he didn't sign the form. Even if I was persuaded that Mr D did not sign the form, which I am not, I do not think this has caused him any financial loss or inconvenience. Once the finance had been repaid the car was transferred back to Mr D by Holt Car Options, as was the original intention. This was done promptly, even though the registration document may have taken some time to be returned to him.

Mr D has said that this delay caused him £1,500 of loss as he had a prospective purchaser at that time and he was unable to sell the car. He says the additional use he had from the car affected its value and this is how he has established his loss. Even if I was persuaded that Mr D had secured a buyer for the car at the time I would still need to be sure the car's value depreciated by such an extent. I have not been presented with sufficient evidence to enable me to conclude that a buyer had agreed to purchase the car from Mr D when he says. Nor do I believe the car's value had depreciated by the time he had received the registration document. Furthermore, a copy of the registration documents can be obtained from the DVLA relatively quickly and this would have been the most appropriate thing if Mr D had repeatedly asked Holt Car Options for the documents. I do not think there are sufficient grounds to instruct Holt Car Options to make a payment to Mr D for any delay in providing the registration documents.

Mr D has also raised some points about the insurance product that was provided (although not under written) by Holt Car Options. A separate complaint with our service has already addressed the issues surrounding the insurance and as the adjudicator has explained, I am therefore unable to reconsider these issues.

I appreciate that my decision will come as further disappointment to Mr D but having very carefully considered all of the submissions from the parties her I am unable to uphold this complaint.

### **my final decision**

My final decision is that I do not uphold this complaint and I make no award or instruction against Holt Car Options Ltd.

Mark Hollands  
**ombudsman**