

complaint

Mrs D complains that a fixed sum loan agreement that was used to pay for a car was mis-sold to her by The Just Partnership Limited. Her husband is also involved in her complaint.

background

The details of this complaint are well known to both parties and have been set out by the investigator so I won't repeat them again here. Instead I'll focus on giving the reasons for my decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I agree with the conclusions reached by the investigator for these reasons:

- a used car had been supplied to Mrs D under a credit agreement, for which the Just Partnership was the credit intermediary, in September 2015 but due to a change in her circumstances she part-exchanged that car for a larger car in May 2016;
- she signed a fixed sum loan agreement with a credit provider, for which the Just Partnership was again the credit intermediary, in May 2016 under which she agreed to repay the loan by a payment of £363.96, 47 monthly payments of £264.96 and a final payment of £4,799;
- Mrs D wanted to voluntarily terminate the agreement and approached a third party but says that she was told that she couldn't do so because it was a loan agreement – she then contacted the Just Partnership and it says that it bought the car from her in February 2019 and settled the loan agreement with the credit provider – Mrs D paid £2,000 towards that settlement;
- she then complained to the Just Partnership, and this service, that the loan agreement had been mis-sold to her because she'd been told that the car was being supplied to her on the same basis as her previous credit agreement;
- our investigator thought that Mrs D had agreed to enter into the loan agreement and that the Just Partnership hadn't acted unfairly;
- the credit provider has provided a copy of the loan agreement signed by Mrs D, a copy of the offer of a personal loan letter that was sent to her, the signed direct debit mandate, the pre-contact credit information and loan explanation that was prepared for her and a copy of the salesperson's confirmation that the loan had been properly explained to Mrs D;
- the credit provider has also provided copies of the e-mails that were sent to Mrs D after she's signed the loan agreement in which it confirmed that the loan had been approved and explained how she could access the loan agreement;
- Mrs D says that she didn't receive a copy of the loan agreement but I consider it to be more likely than not that those e-mails were sent to her so she was given information about how to access the loan agreement – and, if she hadn't received a copy of the agreement, I consider that it would be reasonable to expect her to have asked the credit provider (or the Just Partnership) for a copy of the agreement;

- the Just Partnership says that the credit provider wouldn't supply the car to Mrs D under a credit agreement in May 2016 because of the negative equity under her previous agreement so it was only able to offer her a loan agreement;
- I'm not persuaded that there's enough evidence to show that the Just Partnership gave incorrect information about the loan agreement to Mrs D or that it misrepresented the agreement to her;
- the Just Partnership has since bought the car from Mrs D and settled the agreement with the credit provider – and Mrs D paid £2,000 towards that settlement – it says that it paid Mrs D £500 more than the part-exchange value of the car as a gesture goodwill because of its relationship with her – and I consider that it has acted fairly and reasonably;
- I'm not persuaded that there's enough evidence to show the agreement was mis-sold to Mrs D or that the Just Partnership has acted incorrectly in its dealings with her; and
- I find that it wouldn't be fair or reasonable for me to require the Just Partnership to refund to Mrs D the £2,000 that she paid towards the settlement, to pay her any other compensation or to take any other action in response to her complaint.

my final decision

My decision is that I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 18 February 2021.

Jarrold Hastings
ombudsman