

## **complaint**

Ms G complains about the credit broking service she received from WestWon Limited when she ordered a new car using a finance agreement.

## **background**

In May 2018 Ms G enquired about leasing a car with WestWon. She received three quotes for three cars and replied stating her interest in one of them. Ms G said the advisor went about sourcing the car and advised he had found one. She said she signed a proposal form on 24 May 2018

Ms G said she had to chase up WestWon several times and received messages from the advisor that he had some personal challenges going on at the time. She said she had various text message conversations where WestWon advised things were progressing. On 13 June she received a call and email informing her that the car was awaiting registration and would be available at the latest by 26 June. On 22 June WestWon messaged Ms G to say the car was ready to transport and it assured Ms G that it was sorting out her personalised number plate.

WestWon's advisor said he would visit Ms G on 25 June to collect a document from her to take to the dealer himself but he sent a text message that morning to say he wasn't well. Ms G said texts and calls then went unanswered. She said on 27 June she received a call from the advisor saying he no longer wished to deal with her. Ms G complained to WestWon. She said she was told the advisor was going through personal issues and had had a problem with the car order which he hadn't been able to fix. Ms G said the manager was rude to her and offered no further advice or comments except to pass her number to someone else who could find a car for her. She brought her complaint to this service. In addition to the customer service Ms G complained that her credit file now had a negative marker.

WestWon disputed some elements of Ms G's complaint but accepted the customer service she'd received wasn't what it should've been. It initially offered £150 to Ms G which our investigator thought was fair and reasonable. Ms G did not accept this. She felt that £500 was more appropriate for the seven weeks of inconvenience and misleading information she had been given. She also felt she had lost out on other car finance deals.

Our investigator put this to WestWon who raised its offer to £200. WestWon had told this service it had taken a business decision not to take on Ms G as a customer and she also hadn't met their criteria for credit.

Ms G rejected this second offer. She said email evidence had proved she had passed WestWon's credit check and was ordering a car. She also said as she had signed documents with WestWon she wouldn't have considered going anywhere else for finance. She asked for a final decision from an ombudsman.

## **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 find that £200 is a fair offer. I'll explain why.

WestWon has accepted it did not provide Ms G with a good level of customer service. It said it had a number of opportunities to tell her it had made a mistake with the vehicle lease quote but instead had decided to try to find a cheaper solution rather than explain the problem. So it's left for me to decide if £200 is a fair and reasonable remedy.

There are no contact notes between WestWon and Ms G nor are there any call recordings. I've seen copies of some emails and texts and from what I can see communication between WestWon and Ms G appears to have been instructive and cordial during May and to the middle of June.

There was an initial delay to Ms G's application and WestWon confirmed this was because Ms G had been declined by the first finance company it applied to on her behalf. But it wasn't in a position to tell Ms G why it was declined. Ms G was accepted by the second as a prospective client and she then went on to sign a credit proposal so that WestWon could order the car. Ms G has complained that this is a financial binding agreement. WestWon said the proposal is not a contract to buy the vehicle and that a number of prospective customers would sign a proposal and not proceed with their offer. I've no reason to dispute that.

There followed a series of texts about the progress of the order. But I can see by 22 June the relationship between the advisor from WestWon and Ms G had started to break down as WestWon was unable to fulfil the order. And it does appear it led Ms G to believe her car would be delivered around that time. Ms G ordered the car and seven weeks later didn't get it.

I'm persuaded that there was a failure to communicate appropriately to Ms G. Mistakes do happen occasionally and perhaps had WestWon explained the mistake earlier things would've ended more cordially. Ms G and WestWon have provided conflicting accounts of the nature of the communication but it is clear to me that Ms G was very unhappy with the service and WestWon made a business decision not to take Ms G on as a customer.

I understand Ms G's frustration with this situation. She's been delayed in leasing a car which she says has caused her additional cost. I'm not disputing that. But unfortunately she hasn't been able to provide evidence of how she's been financially affected. I also believe that although Ms G ordered the car there was no contract in place and Ms G was ultimately able to go to another provider. In addition WestWon has the right to make a commercial decision not to continue to do business with a customer. So I don't believe it would be fair of me to ask WestWon to compensate her for financial loss. As the investigator has explained it also isn't our role to punish a business.

I am persuaded, however, that Ms G did receive misleading information so I do think WestWon should pay her some compensation. Ms G has asked for £500. WestWon has offered £200 and I believe this is closer to what I would expect and I consider it to be a fair and reasonable offer under the circumstances of this complaint.

WestWon has said one of the reasons it decided not to pursue business with Ms G was because she hadn't met their criteria for credit, which Ms G has disputed. WestWon's role in this arrangement is as a credit broker. It is the case that Ms G was declined for finance by one finance provider and had been accepted by another. But this doesn't necessarily mean she would meet WestWon's own criteria for credit. It's not my role to comment on how WestWon assesses a potential customer's financial risk.

Ms G has also complained that this has left a poor mark on her credit file. Ms G intended to acquire a car through a finance agreement and by doing so would have risked being declined for credit irrespective of which credit broker she used.

### **my final decision**

My final decision is that WestWon Limited should pay Ms G £200 as compensation for her inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 26 March 2019.

Maxine Sutton  
**ombudsman**