

## **complaint**

Mr G acquired a used car in June 2013 by hire purchase with Secure Trust Bank Plc, trading as Moneyway. He complains that what he was acquiring was misrepresented to him. He wants either the goods as explained to him at the point of sale to be supplied, or the hire purchase agreement to be cancelled.

## **background**

Mr G said he was told the car he was acquiring had two previous owners – but he subsequently obtained information that led him to believe it had four previous owners. He also understood at the point of sale that the car was to be supplied with a three-year warranty, three-year MOT and insurance of up to £500 – but he later found out that none of these 'extras' had been included.

Mr G complained to Moneyway in June 2014. It sent him a final response letter in August 2014, saying:

- It had asked for documentation supporting his complaint, but none had been received
- Based on the available evidence, it was unable to uphold his complaint

Mr G referred his complaint to us in September 2014. He also provided a copy a vehicle registration document, which he said showed that the car he acquired had four previous owners.

Moneyway provided to us a copy of the supplying dealership's sales invoice, which included a one-year dealer warranty but did not include any of the 'extras' identified by Mr G. It also provided a copy of the ownership check it undertook in June 2013, which indicated that the car had two previous owners. In addition, it said it was unable to agree that the information provided by Mr G, after it had responded to him in August 2014, evidenced his claims.

Our adjudicator did not think the complaint should be upheld. She said it was not unreasonable for Moneyway to tell Mr G that the car had two previous owners, based on the information it had obtained in June 2013. She also noted that the supplying dealer's sales invoice did not support Mr G's complaint.

Mr G disagreed with our adjudicator, and his complaint was referred to an ombudsman to review.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Mr G and Moneyway have supplied contradictory evidence about the car's previous ownership. On balance, I find Moneyway's evidence more compelling.

Mr G has been unable to supply evidence in support of his understanding about the 'extras' that should have been supplied with the car. He has told us that he was not supplied with the relevant documents at the point of sale, and has been unable to obtain them subsequently.

However, Moneyway has supplied documents which suggest that other (less valuable) 'extras' were supplied, and which (again on balance) I find sufficiently compelling.

In addition, I share our adjudicator's view that it was not unreasonable, in the circumstances, for Moneyway to tell Mr G that the car had two previous owners.

Therefore, I find that I have come to the same conclusion as our adjudicator.

**my final decision**

For the reasons explained above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 8 May 2015.

Roy Mawford  
**ombudsman**