

## **complaint**

Miss S complains that a car she has been financing through an agreement brokered by RRG Group Limited ("RRG"), was mis-sold to her as the sales price was wrong.

## **background**

Miss S took receipt of a new car in November 2017. She financed the deal through a hire purchase agreement that was brokered by RRG. She was told that the vehicle price was £18,145 and that her part exchange value of £2,500 and a discount of £500 would be deducted from this figure. RRG said this would leave £15,145 to finance.

But Miss S says that when she received the invoice for the car the sales price was recorded as £15,145 so she now feels that the business have overcharged her.

RRG explained that the on the road price shown on the invoice took account of the discount Miss S had been given of £3,000 (part exchange plus discount). They explained it was necessary to show this figure in case of a total loss accident claim.

They thought the calculations they'd completed were correct and provided the following breakdown:

- vehicle basic price - £14,457.50
- deliver charge - £605
- discount - £2,500
- sub total - £12562.50
- VAT @ 20% - £2512,50
- road fund license - £15
- registration fee - £55
- total on road price - £15,145.00

They also provided a price list for our adjudicator to review and having done so he was persuaded that RRG hadn't made a mistake with the price they had listed.

But Miss S disagreed and she therefore asked for a final decision by 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.

I agree with the adjudicator's view. I know that will disappoint Miss S so please let me explain why.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss S acquired her car under a hire purchase agreement. The hire purchase agreement is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The relevant legislation says that if Miss S was told something that was wrong when she signed up for the deal, and if this misrepresentation led her to proceed when she otherwise would not have, then the deal has been mis-sold and I'd therefore think it reasonable to ask RRG to take some further action.

I'm not persuaded that here Miss S was told something that was wrong. I've considered RRG's calculations and the list price they've provided, from the relevant period, that shows the vehicle price as £18,145. I find RRG's explanation of how the figures were calculated to be reasonable and can't find evidence that they're inaccurate. So I don't think it would be fair to suggest they've made a mistake or to ask them to take any further action.

### **my final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 20 December 2019.

Phil McMahon  
**ombudsman**