

## **complaint**

Mr H complains that Close Brothers Limited did not allow him to cancel his conditional sale agreement after the car he acquired was not fit for purpose. He says because of this he felt pressured into accepting a replacement car which also had issues. He complains that he has lost money through this process and wants to be compensated for this.

## **background**

Mr H entered into a conditional sale agreement with Close Brothers in February 2015 to acquire a car. The dealer agreed to make repairs to the car before Mr H took delivery. This happened but Mr H experienced further issues and returned the car to the dealer on 28 February 2015. He says he contacted Close Brothers to cancel his agreement but was told this couldn't happen as the money had been paid out.

Mr H says he needed a car and because of Close Brother's comments he accepted the dealer's offer of a replacement car. There were issues with the car and he says the dealer agreed to make repairs. He says he was told this would take around a week but it actually took four weeks. He says he was not provided with the registration document and had to source these himself which took a number of months during which he did not have the legal documents in place.

After a few months Mr H decided he no longer wanted the car as he was concerned about its reliability. He says he needed to make repairs to make it roadworthy. He says did not have receipts for this work as he was just concerned with getting the car ready for sale.

The car was sold for £10,500 after Mr H had paid £14,000 for it. He wants to be reimbursed for the loss he made and the cost of repairs. He also wants to be reimbursed for the interest on his agreement as he says he did not get the service he should have done from Close Brothers.

Close Brothers says that Mr H signed the original agreement on 12 February 2015. It says that due to the issues he experienced with the first car his complaint was upheld and a replacement car was provided. It says it refunded one monthly instalment and that the original agreement was settled and a new agreement entered into in March 2015. It says that the replacement car was agreed between Mr H and the dealer and it was not aware of any issues until October 2015.

Following Mr H's complaint regarding issues with the new car, Close Brothers says that it offered to look at the invoices for the repairs Mr H had carried out. It says it looked into the price Mr H paid for the car and says that it was not overpriced. It says it has nothing to suggest that the second was not of satisfactory quality at the point of supply.

The adjudicator said that Mr H agreed to the replacement car and to the new agreement. He said that Mr H hadn't provided any copies of invoices for Close Brother to consider in regard to the repairs carried out on the second car. He said that a reduction in the car's price was out of the control of Close Brother and so it would not be fair to require it to compensate Mr H for this loss. He was satisfied that the car was not overpriced at sale.

Mr H did not agree. He said that if Close Brothers had cancelled his original agreement then he would never had experienced the issues with the second car and incurred the repair costs and loss on sale. He said he should not have expected to need to keep records of

repairs and calls. He said that he did not contact Close Brothers about the issues with the replacement car as he had received poor service in regard to his first agreement.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr H has explained that there are two key aspects to his complaint. First the behaviour of Close Brothers towards him and second the cost he incurred getting rid of the replacement car.

Mr H's complaint arises from the issues he experienced with the first car he acquired via an agreement with Close Brothers in February 2015. It was accepted that the car was not of satisfactory quality. Where this is the case there are different acceptable remedies. In this case Mr H was provided with a replacement car.

I appreciate Mr H's comments about the service provided by the dealer and the pressure he felt to accept the new car. My role is to consider the service provided by Close Brothers and whether the car was misrepresented to Mr H.

Based on the evidence provided, while understand Mr H experienced issues with the car and that the dealer undertook repairs, I do not find I have evidence to suggest the car was misrepresented to him. I can see that Mr H had to source the registration documents and I do find this was not acceptable but I do not find that this was an issue that Close Brothers was aware of.

Mr H has asked to be refunded for the costs he incurred on the second car. I appreciate his comments that had Close Brothers accepted he could cancel his agreement then he would not have felt pressured into having the replacement car. However I find that the agreement was clear and Mr H entered agreed to this. He did not raise his concerns with Close Brothers until a number of months after the acquisition of the second car.

Mr H says he did not raise his issues because Close Brothers had not helped previously, however I find it reasonable that if he experienced issues or was concerned that the second car was not fit for purpose he should have raised these concerns at the time.

Close Brothers has offered to look at the invoices for the repairs carried out on the car but Mr H says he does not have these. While I understand that he was not interested in the evidence of the repairs and instead just wanted to get the car roadworthy, I find I cannot expect Close Brothers to provide a refund for repairs without evidence.

Mr H acquired the car for £14,000 and sold it for £10,500. Mr H agreed to the acquisition price and we would not normally comment on a commercially agreed price. In this case further evidence has been provided supporting that the price Mr H paid was reasonable.

The car has been sold and so no further assessment can be carried out. Based on the evidence I have seen I do not find I can say the second car was not of satisfactory quality at the point of supply.

Overall I do not require Close Brothers to do anything further in settlement of this complaint.

**my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 June 2016.

Jane Archer  
**ombudsman**