

complaint

Mr P complains he didn't get the van he ordered and paid for through a Hire Purchase Agreement with FCE Bank plc trading as Ford Credit (Ford). And about problems with the van. He would like to reject it.

background

Mr P says he ordered a new van in March 2017 after seeing an online advertisement. He says the van was advertised with a rear view camera. And he requested an alarm be fitted.

But he says when he went to collect the van he noticed it didn't have a rear view camera. But says he was assured one would be fitted. Also, the paperwork hadn't been properly set up. The agreement was in his company's name, not his. He says he was told nothing could be done about this.

He says later that evening a friend noticed damage to the bumper and then Mr P says he noticed other issues himself such as a faulty door seal and dents on the side panels. At this point Mr P says he wrote to say he wanted to reject the van.

He says other problems are that a CD player and 230 volt plug were not included. And as the vehicle was registered in his business name the van now shows a previous owner which has reduced its value. He has also had problems with clutch, flywheel and gearbox, and a low level of additives in the van which required expensive top ups early on.

Ford said that Mr P inspected the car so would have seen any damage to the bumper. The dents could easily be resolved as some screws simply needed to be loosened. Mr P signed the form accepting the specification of the van. And signed the contract with his business name on it. And finally, that the level of additives was sufficient.

It said that the team who repaired the clutch and flywheel problem said the damage was due to driver error so it wasn't liable for the cost of these repairs. And it didn't feel there were sufficient grounds to reject the vehicle. As a gesture of goodwill it offered £1,000 or to install free of charge the alarm, CD player and a radio. It then increased its offer to £1,500 in full and final settlement. This payment was to reflect the reduction in the price of the van from when Mr P ordered his to the advertised value of the van later on. Mr P didn't accept this.

My provisional findings

I issued a provisional view in which I found that:-

- I couldn't be sure if the copy of the advertisement Mr P gave us was the exact advertisement he saw since he gave us a word document he created not a direct copy of the advertisement
- Mr P signed an order form for the vehicle he then got. He also inspected the vehicle and took delivery of it. So I couldn't reasonably conclude that he ordered something he didn't get.
- Mr P signed a Hire Purchase Agreement in the name of his business. He then signed a new one in his name. It was likely a mistake had been made but I didn't see any evidence that this was Ford's mistake.

- The problems with the car fell into two parts. Firstly problems Mr P identified when he got the car- damage to the rear bumper, dents, and a faulty door seal. Secondly mechanical problems with the clutch and flywheel.
- From CCTV footage Mr P was able to inspect the vehicle.
- The damage to the bumper would have been visible on inspection. So I wasn't persuaded that the damage was there when Mr P collected the vehicle.
- Some of the smaller issues such as minor dents and the door seals may not have been evident on inspection. It took some time to resolve these but they had been sorted.
- The problems with the clutch occurred within six months of Mr P having the vehicle
- It was reasonable for Ford to have had the opportunity to repair the clutch which it had done so successfully.
- There was no independent report to resolve Fords view that the clutch problem was due to driving style or Mr P's view that it was due to a problem at the point of sale.
- Mr P paid the cost of the clutch and flywheel repair. Other issues were covered under warranty at no cost to Mr P.
- There were no grounds to reject the vehicle. But Mr P bought a brand new vehicle and I couldn't conclude where the fault with the clutch and flywheel lay so it was reasonable for Ford to refund the costs Mr P incurred for the work on the flywheel and clutch
- Mr P was entitled to some compensation as the door seals and dents had to be repaired and this took some time.
- Ford was willing to honour a previous offer of £1,500 compensation which was higher than I would be likely to recommend.

my findings

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

Ford accepted my provisional findings and decision and had no further comments for me to consider.

Mr P has sent a lengthy response to my provisional view which I have read in detail. I think the main points are as follows:-

Mr P has given us a copy of a letter sent to the Driving Vehicle and Licensing Authority (DVLA) which does say there was an administrative error with the registration of the vehicle. But it doesn't specify who made the mistake.

Mr P has also said he had four sets of finance documents .One had the wrong registration number on it and then he says that new forms were produced but this was all done over the internet and that no one went through the forms with him. I think Mr P is implying that if someone had done so the fact his business not personal name was on the agreement would have been noticed as he goes onto say he understands finance documents have to be discussed and signed on the business premises. I don't know of any specific requirement that such forms have to be signed on business premises. But I still feel that the business name was clearly on the agreement Mr P signed. So I don't think I can reasonably say that the fault is entirely, if at all, Fords.

I accept Mr P has shown that the word document he sent in to support what he said was the advertisement online at the time he ordered his car does exactly match the wording from some of the paragraphs of more recent advertisements online. But there is other additional information that doesn't match. But even if I accept that Mr P's own document is exactly what he saw online he signed an order form for something different. The order form was a simple one page easy to read document so I think Mr P would have been aware of what he was ordering and if a mistake was made I don't feel I can reasonably conclude that was mistake on Ford's part not Mr P's. I am also mindful that Mr P inspected the vehicle so had an opportunity then not to take delivery of it if it wasn't what he thought he ordered. But he chose to take the vehicle.

Mr P says he felt he had no choice to take the vehicle as Ford had the keys to his old vehicle and says the proof of what he ordered was at home. But I still think Mr P could have refused to take the vehicle if he was certain it wasn't what he ordered.

Mr P has expressed surprise that Ford isn't able to produce a copy of the original advertisement. Given the volume of car sales I don't find that entirely surprising. And I have noted the efforts Mr P made to get hold of the original copy from the online site himself. That information confirms, as Mr P has said, that Fords had at least 90 days to retrieve this information from when the listing was removed from sale but didn't do so. I am not sure if Ford knew it could do this but even if it had retrieved the advertisement Mr P says he saw it doesn't change my view that what it important is the order form Mr P signed and the fact he had a chance to inspect the vehicle.

Mr P says he couldn't fully inspect the vehicle as it was against another vehicle. And he says he has health problems that stopped him bending down which he says is why he didn't notice the dent to the bumper.

Mr P has given us evidence of his medical condition so I accept that would impact on his movement. I also accept the vehicle was parked close to another one – that's clear from the CCTV footage I've seen. But on that footage I have also seen that Mr P was able to walk around the vehicle. And if he did feel he couldn't do a full inspection I don't know why he didn't ask for the vehicle to be pulled out so he could do so.

Mr P has sent in a further photo as evidence the damage to the bumper wouldn't have been immediately visible. That photo is very different to the one he has already given us and on which I based my provisional findings. The photos are contradictory. But on the basis that Mr P has given us one photo with obvious damage to the bumper I am still of the view that the damage to the bumper would have been evident, if it had been present at the time, to someone standing looking at the vehicle.

Mr P says that he still has dents on the vehicle which he feels is a valid reason in itself to reject the vehicle. But Mr P hasn't given us any evidence to show that there are still dents in the car. If he had done so I would have suggested that Ford make a further attempt, at no cost to Mr P, to rectify this.

Mr P has commented that he was unaware that the £1,500 compensation Ford offered was to reflect the discount he had pushed for off the price of his vehicle given he had seen an advertisement for his type of vehicle at a lower price.

If I have understood correctly Mr P seems to feel this is an admission on Ford's part that the original listing was as Mr P said and that is therefore grounds to reject the vehicle. From the information I have been given I can see that Ford made various offers to Mr P to resolve his complaint. I don't think that just because Ford made one offer based on the difference between two vehicles is in itself an admission that Mr P didn't get what he ordered and that this justifies allowing Mr P to reject the vehicle.

I remain of the view that some compensation would be fair. Although Mr P originally turned down Ford's offer of compensation it is more than I would recommend. So I leave it to Mr P to decide if he wishes to accept that or not.

I realise Mr P is going to be very disappointed. But after considering all of his points very carefully I don't feel he has given me any new evidence. So I don't feel there are any grounds to change my provisional decision.

my final decision

My final decision is that I uphold this complaint.

In full and final settlement FCE Bank plc trading as Ford Credit should:-

- Refund Mr P the cost of the repairs to the clutch and flywheel on proof of cost

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 December 2018.

Bridget Makins
ombudsman