

complaint

Mr W complains that R. Raphael & Sons Plc t/a Southern Finance ("Southern") should be held responsible for problems arising after he bought a car.

background

In May 2013 Mr W bought a car with a credit agreement from Southern.

After his purchase, he complained about the poor quality of car and said it had caused him to have an accident, putting him at risk of serious injury. As he'd lost confidence in it, he bought another car at his own cost.

Despite his complaint, Southern refused to release him from the credit agreement. After that, as he was concerned about the faults he'd discovered, and didn't wish to drive the car, Mr W tried to provide a Statutory Off Road Notification to the Driver and Vehicle Licensing Agency ("DVLA"). However, the DVLA didn't accept this. In response it said, among other things, that he wasn't the registered keeper of the car.

Unhappy with the refusal of Southern to release him from the agreement Mr W contacted this service. His complaint concerned three issues:

- that the car he bought using finance was defective;
- that it wasn't correctly registered to him;
- that he wasn't properly advised about the need to insure it.

His complaint was reviewed by one of our adjudicators, who said that:

- an ombudsman had already considered the faults reported by Mr W in another complaint, so we couldn't look at them again;
- even if Mr W hadn't been correctly registered as the keeper of the car this wouldn't mean the agreement should be terminated;
- there wasn't any evidence to suggest Mr W was told he didn't have to obtain fully comprehensive insurance for the car.

Mr W disagreed and asked for the complaint to be reviewed 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.

faults with the car

I can see Mr W previously asked us to look into the problems he encountered with the car itself. That complaint was reviewed by a different ombudsman, who said Southern hadn't acted incorrectly.

I'm afraid that no ombudsman has the power to change the decision of another. So I can't consider this aspect of the complaint further.

was Mr W the registered keeper?

Mr W has provided part of a letter from the DVLA that says he isn't the registered keeper of the car. This letter is dated some months after the car was purchased. However, Southern says the dealership would have completed the relevant paperwork properly.

Ultimately, I can't say with certainty whether Mr W was correctly registered as the keeper of the car at the time he bought it. The only evidence Southern has provided is an assertion as to what would have usually happened, but mistakes can be made.

The letter from the DVLA I've been provided with is incomplete and was written sometime after the event, so it's also a possibility that the registered keeper had been altered.

In any event, I don't believe it makes a material difference to the complaint. Mr W was able to obtain insurance for the car, and when he found out he wasn't the registered keeper I think he could have resolved the problem relatively easily.

I accept the dealership may have made a mistake here, but I don't think this in itself would have caused material inconvenience to Mr W. And it also wouldn't persuade me that the agreement with Southern should be brought to an end.

As I think the inconvenience caused to Mr W was limited, I don't think Southern should make a payment in relation to it.

insuring the car

Mr W seems to have obtained insurance for the car and I've not seen anything that suggests he was misadvised about the insurance obligations in the agreement he signed.

my final decision

My final decision is that I don't require R. Raphael & Sons Plc t/a Southern Finance to take any further action to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 November 2015.

Ashley L B More
ombudsman