

## **complaint**

Mr C complains about a car that he acquired through a conditional sale agreement financed by Fowlers Fianance.com Ltd (Fowlers).

Ms W has made most on the submissions on Mr C's behalf in this case. However, for simplicity, I refer to Mr C throughout.

## **background**

In February 2015, Mr C acquired a used car financed by Fowlers. He said the car was of unsatisfactory quality. He also said he had not been made aware of the annual percentage rate (APR) attached to the credit agreement at the time that he entered into it. He also complained that there was a significant delay in the car registration document being sent to the DVLA as a result of which he could not drive the car. When it was eventually received, he said that his signature had been forged on the registration document.

Mr C complained to Fowlers. It did not provide him with any meaningful response and so he asked us to look at his complaint.

Our adjudicator upheld his complaint in part only. He asked Fowlers to pay Mr C £250 to compensate him for the poor customer service he had received.

Fowlers did not reply to his view. It did however attend Mr C's address and take back the car and terminate the agreement at no additional cost to Mr C.

As Fowlers had not responded to our adjudicator's view the matter requires an ombudsman's decision.

## **my findings**

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

### *was the car of satisfactory quality at the point of sale?*

Legislation says that goods should be of satisfactory quality and free from defects. I have to decide if the issues with this car were inherent defects present at the point of sale or if instead, they were as a result of wear and tear.

When Mr C acquired the car in February 2015 it was around ten years old and had driven around 84,000 miles. I think it is reasonable to expect there to be some wear and tear issues with a car of this age and mileage.

There were two issues with the car: the battery failed on the day Mr C had acquired it and the passenger seat did not move properly. Mr C was unable to provide evidence of these issues. In the absence of some evidence of these issues, I am unable to uphold this aspect of his complaint. Even if I accept that the passenger seat was faulty at the time Mr C acquired the car, it is reasonable to expect the quality of a used car to be less than that of a new car, which is why an equivalent new car is considerably more expensive. I consider this defect to be minor given the age of the car and it does not, in my view, render it of unsatisfactory quality.

*was Mr C mis-sold the agreement?*

I cannot be certain what was discussed between the parties when the finance agreement was arranged. As I cannot be certain what was discussed I have therefore looked at the documentation that is available.

Fowlers has not provided us with the terms and conditions attached to the agreement or the pre-contract information that it should have provided to Mr C at the time that he entered into the agreement.

It is extremely disappointing to see that Fowlers has not provided us with more information about the agreement. However, ultimately, the finance agreement that Mr C signed clearly stated the APR as well as the number and amount of the weekly instalments. It is reasonable to expect someone to read the finance agreement before signing it to ensure the details are correct. I cannot be satisfied that the APR on the agreement was misrepresented to Mr C.

In any event, Fowlers has now, as I understand it, arranged for voluntary termination of the agreement and taken back the car at no cost to Mr C. Mr C is as I understand is content with this as a resolution to this aspect of his complaint.

*should Mr C be compensated for the failure to provide the registration document?*

At the time of acquiring the car, Mr C was provided with a photocopy only of the log book. Mr C was frustrated to discover, having conducted a check on the car in May 2015, that Fowlers had not submitted the appropriate part of the V5 to the DVLA so as to register him as the keeper of the car.

As a result he said that he did not drive the car as he felt it would have been illegal for him to do so. It did, however, remain open to Mr C to contact the DVLA himself to register the car in his name by completing a V62. This would have offset the inconvenience/loss that he experienced.

Upon eventual receipt of a photograph of the V5 registration document provided to us by Fowlers, Mr C told us that it was not his signature on the document.

I know that Mr C is particularly upset by this. I cannot say what happened here. It seems to me to be a matter that is more suited to investigation by the appropriate bodies and as I understand it, Mr C has already been in touch with those.

*was Fowlers complaint handling adequate?*

Fowlers' complaint handling has been extremely poor here. It did not respond to Mr C's complaint in any meaningful way and nor did it provide him with a final response letter. It has further delayed matters by not responding to this service in a timely manner. I think it should pay compensation of £250 for its poor complaint handling. For the avoidance of doubt, I see nothing in the termination agreement signed by Mr C that prevents me from making that award.

**my final decision**

My final decision is that I uphold this complaint in part. I direct Fowlers Fianance.com Ltd to pay £250 to Mr C.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 January 2016.

Siobhan Kelly  
**ombudsman**