

## **complaint**

Mr L complains about a hire purchase agreement Black Horse Limited is asking him to repay. He says the vehicle that the hire purchase agreement relates to was bought for cash and he should not therefore have to repay the hire purchase agreement.

## **background**

Mr L says he went to a supplier to purchase two vehicles. He says he paid for one vehicle with cash and he took that vehicle away with him. The second vehicle was to be paid for through a hire purchase agreement with Black Horse and he did not take this vehicle with him. Mr L says that he has still not received this second vehicle and believes he should not therefore have to make the repayments to the hire purchase agreement.

Black Horse says that there was an issue with the hire purchase agreement when it was completed and the wrong vehicle details were added to the agreement. It believes this was a genuine error and has issued a corrected agreement for Mr L to sign. Black Horse accepts there was an initial error but is satisfied the hire purchase agreement relates to the vehicle Mr L has received. It is willing to make a modest payment to Mr L for any inconvenience that may have been caused by the incorrect details being recorded on the agreement.

Mr L referred his complaint to us where it was considered by one of our adjudicators. She did not recommend the complaint be upheld and was satisfied that Black Horse was entitled to ask Mr L to make the repayments set out in the hire purchase agreement. Mr L did not accept the adjudicator's conclusions so the complaint has been referred to me for consideration.

After an initial review I put a number of questions to Mr L for him to respond to. Although he confirmed he had received these, he has not however provided any actual response to the points I was seeking clarification of.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I put a number of points to Mr L about the circumstances around the sale of the vehicle(s) and the setting up of the hire purchase agreement. I did not however receive a response to these points and have therefore based my conclusions on the slightly limited information that has been provided.

Our service is dealing with a separate complaint about the setting up of the finance agreement and the actions of the broker who arranged the finance. My decision here will not therefore comment on the actions of the broker but will merely focus on what Black Horse has done.

Black Horse accepts there was an error by the supplier, or credit broker, when arranging the hire purchase agreement and the wrong vehicle details were included on the agreement. Mr L however believes that he is being asked to pay for a vehicle that he did not receive and believes it is more than a simple error about the registration details.

I do not share Mr L's view about being asked to pay for a vehicle he has not received. On balance, I am satisfied that the hire purchase agreement he is being asked to pay is for the vehicle that it was intended for and was acquired through the hire purchase agreement. I do

not consider it necessary to go into detail here about why I have reached this conclusion as this will be clear when considering the separate complaint that Mr L has with our service. I do not think that Black Horse is being unreasonable in asking Mr L to make payments to the hire purchase agreement as I am satisfied Mr L has not already paid for the vehicle he took possession of.

Black Horse was informed of the vehicle registration error shortly after the agreement was set up and it acted swiftly to contact Mr L about the error. Black Horse sent a new hire purchase agreement, with the correct details, for Mr L to sign and return and I am satisfied it acted reasonably in the circumstances.

Black Horse has offered to pay Mr L £100, which I think is very reasonable in the circumstances. I do not think that Black Horse should be required to increase this offer or do anything more to compensate Mr L.

### **my final decision**

My final decision is that I do not uphold this complaint and I simply leave it to Mr L to reconsider whether he is now willing to accept the offer of payment from Black Horse. I make no additional award or instruction.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 16 February 2015.

Mark Hollands  
**ombudsman**