

complaint

Mr M complains that a car he bought through a hire purchase agreement with FCE Bank plc (trading as Ford Credit ((Ford) wasn't the model specified on his agreement. He wants the right car, a refund or a reduction in his payments.

background

Mr M says he bought a used car in October 2015. But says he realised after a year that the car he actually got was a different model. He says the car he has is an inferior specification. And worth less than the one he thought he'd got.

He also says there was a discrepancy with the fuel and mileage.

In its final response letter Ford said it couldn't pursue the matter as Mr M refused to provide the insurance certificate to show which model of car he had insured. If he did it said it would review the matter. It noted it was unusual not to notice on collection if the car wasn't the one Mr M expected to get. But as the dealer was no longer trading it wasn't able to get any further information.

Our adjudicator upheld the complaint. He felt there were some discrepancies in the information Mr M gave. But found Mr M had been given a lower specification of car than he was paying for. He felt Ford should reduce Mr M's agreement by the difference between the retail prices of the two cars (£3,335). Use this to clear Mr M's arrears on the agreement. And use the remainder to reduce the balance.

In response to this view Mr M asked what would be done about the mileage. He said this was 23,000 miles above what was on the agreement. So this meant the car had more wear and tear than it should've had. And this would've reduced the value of the car.

Our adjudicator didn't agree to make any further recommendations. Mr M had said he was aware of the mileage issue after the first week he had the car. So our adjudicator felt Mr M could've raised this issue then.

Ford didn't accept our adjudicator's view. It felt it was unfair to look at the difference in cost between the two vehicles. That took no account of the specification. And the condition of the car. It accepted the finance agreement showed the wrong model type. But said Mr M got the exact model he saw. And Mr M insured the correct model. Finally Mr M should've checked the documents when he signed them.

As a result of Ford's comments. And the discrepancies in Mr M's information our adjudicator changed his view. He no longer upheld the complaint. He felt the most likely explanation was that there had been an error in the paperwork.

Mr M didn't accept this. He didn't think it was fair for the adjudicator to change his view with no explanation.

my findings

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

I haven't seen a copy of Mr M's hire purchase agreement. Or any other paperwork relating to the purchase. But there's doesn't seem to be any dispute that Mr M didn't get the model of car detailed on the paperwork. As he must've signed the paperwork I'm surprised he didn't notice any discrepancy at that time.

Mr M says he had a fault with the car a year or so after he had it. It was only then when he was checking the warranty that he realised he didn't have the right model of car.

Ford said it finds it surprising that Mr M didn't notice the car wasn't what he thought it was until a year after he'd had it. I agree with Ford's view that this does seem surprising.

Ford also said that Mr M bought a used car that was in stock. So had a chance to inspect the car before he bought it. If this was the case I find it surprising that Mr M didn't realise when he took the car that he had a different model to what he expected. Unfortunately the dealer Mr M bought the car from is no longer trading. So I can't get any information from them to confirm what Ford has said.

But Ford has also pointed out that Mr M insured the correct model of car, not the model he thought he had. Mr M says he only had to enter the registration not the make of the car online. And he didn't have insurance papers sent to him.

I've seen the insurance certificate. This does confirm what Ford says. Even if Mr M didn't have to enter the make of car when he insured it online I'm surprised he didn't check the insurance certificate showed the correct details.

Mr M asked our adjudicator if he would make some recommendation on the mileage. He says it was 23,000 miles over what was shown on the agreement. But he also told us that he mentioned this to Ford six to seven days after he got the car. So he realised then that there was a discrepancy between the details on his agreement and the car. I agree with our adjudicator that as Mr M had noticed the discrepancy about the mileage on the paperwork within a week I think he would also have noticed the discrepancy of the vehicle model.

I think the most likely explanation is that there was an error on the paperwork. That's unfortunate. But I think Mr M got, and has been paying for, the model he expected. So I don't think I can reasonably ask Ford to change the car, to give a refund or reduce the payments.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 April 2017.

Bridget Makins
ombudsman