

complaint

Ms P complains that a car she has been financing through an agreement with PSA Finance UK Limited, trading as Autobank Financial services ("PSA"), has been mis-sold to her.

background

Ms P took receipt of a used car in February 2017. She financed the deal through a conditional sale agreement with PSA.

In the summer of 2017 she was involved in an accident and was shocked to hear from her insurer that the car she was financing had previously been written off after it had been stolen.

She complained to PSA. She said if she'd known this information at the point of supply she would not have proceeded with the deal.

PSA said they completed a Hire Purchase Investigation (HPI) check when the finance agreement was arranged. They said the car wasn't recorded as stolen and there was no record of it being written off. They said that still seemed to be the case. So they didn't feel they could be held responsible for the car not initially being recorded correctly.

They rejected Ms P's complaint and she therefore referred it to this service where our adjudicator provided an opinion. She agreed with PSA. She didn't think it would be reasonable to hold them responsible for the mis-sale of the vehicle when they'd completed the necessary checks and those checks hadn't revealed any problems.

But Ms P was dissatisfied with the adjudicator's opinion and she therefore asked for a final decision 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.

I agree with the adjudicator's view. I know that will disappoint Ms P so please let me explain why.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Ms P acquired her car under a conditional sale agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The relevant law says, amongst other things, that the car should not have been misrepresented to Ms P. If it was and she was not told something that would have changed

her view about entering into the agreement, then I'd ask PSA to take some action to put things right.

I think it's clear here that if Ms P knew about the previous write off she would not have entered into the deal that she did. However, I don't think it would be fair to hold PSA responsible as I'm persuaded that they did carry out the checks I would expect of them and that those checks did not show that the car had previously been stolen or written off.

I say that because I've reviewed the HPI check that was completed by the dealership in January 2017 just before Ms P took receipt of the car. The registration number and vehicle identification numbers are the same as for the car Ms P financed. So I'm satisfied it was for the right car. The check says the vehicle is not an insurance write off and has not been reported as stolen.

I think it's therefore likely that the necessary files have not been updated when the car was stolen and written off. But it would not be fair for me to suggest this is PSA's fault. At the point of supply they appear to have had no way of knowing the car had been previously written off. Ms P's claim therefore seems to lie elsewhere but I'm afraid I don't think it would be fair to hold PSA liable.

my final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 5 March 2020.

Phil McMahon
ombudsman