

complaint

Mr S complains that Steven Eagell Limited (the business) charged him fees it said it wouldn't and did not respond to his complaint in a timely way.

background

Mr S visited the business and signed a hire purchase agreement in September 2014 to buy a car. He says he was told that if he settled early he would not need to pay certain fees.

The business says that Mr S contacted it after contacting the finance provider. It says that Mr S was not told that he would not need to pay these fees. It says it was discussed that if Mr S wanted to settle early that he may ask for a statement showing the amount to be paid after a rebate of charges has been allowed. It says this was all set out in the agreement that Mr S signed.

The business says that it tried to communicate with Mr S but this was not successful. It offered to repair the dent on his car. This offer remains.

The adjudicator said that Mr S signed the agreement and this clearly set out the fees payable. She said that Mr S had not been able to provide anything to show he would not need to pay the purchase fee. She said that the business has said Mr S should contact it about the dent he wants repaired and it will arrange this.

Mr S said that the business took more than three months to reply to his complaint and that he was charged interest throughout this time. He said had it responded quicker he would have settled the balance earlier and paid less interest.

my findings

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

Limited information has been provided in this complaint however I find I have seen enough evidence to make a decision.

Mr S signed the hire purchase agreement in September 2014. This clearly set out the fees charged. It also set out that Mr S could make an early repayment and that the repayment amount may then be reduced by a rebate of charges.

The business has discussed this case with the people who completed the transaction with Mr S and they confirmed that this is the information Mr S was told. So, while I understand that Mr S thought he would not need to pay certain fees if he settled early, I find that this was a misunderstanding. The agreement clearly sets out the fees payable and the early repayment section does not say that the acceptance fee or purchase fee will be rebated.

Based on the information provided, I cannot say that Mr H was provided with the wrong information.

Mr S says that the business has not responded to his complaint about a dent on his car. The business says it has offered for this to be repaired and that Mr S needs to contact it and it will arrange this. I find this reasonable.

Mr S has also complained that the business did not respond to him in a timely way and that he would have settled the agreement earlier and incurred less interest had he had a response sooner. The business says that it received a summary of a call between Mr S and the finance provider on 6 May 2015 and that it called Mr S later that month. It says Mr S' complaint was unclear and so it asked him to put it in writing. It says it did not get a formal complaint from him.

On balance, while I understand this issue has taken longer than Mr S would have liked, I do find that the business tried to address his complaint in a timely manner.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 December 2015.

Jane Archer
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