

## **complaint**

Mr W complains about a hire purchase agreement (HP) that was arranged through George Miller Brown t/as B B Commercials. He says the HP agreement relates to a vehicle he paid cash for and does not therefore believe he should be required to repay the HP agreement.

## **background**

Mr W says he went to B B Commercials to purchase two vehicles. He says he paid for one with cash and he left with that vehicle. The second vehicle was to be paid for through a HP agreement with Black Horse but he did not take this vehicle with him. Mr W says that he has still not received this second vehicle and believes he should not therefore have to make the repayments to the HP agreement.

B B Commercials accepts there was an issue with the HP agreement when it was completed and the wrong vehicle details were added to the agreement. It believes this was a genuine error and says that Mr W did not, nor did he intend to, purchase two vehicles. It says the vehicle incorrectly recorded on the HP agreement had already been sold to someone else before it met Mr W.

Mr W referred his complaint to us where it was considered by one of our adjudicators. She did not recommend the complaint be upheld as she was not persuaded that B B Commercials falsified the HP agreement. Mr W 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 W 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 W about the circumstances around the sale of the vehicle(s) and the setting up of the HP 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 against the finance provider and a separate decision will be issued for that complaint. The complaint here will focus on the actions of B B Commercials in arranging the HP agreement.

Mr W says that he intended to buy two vehicles from B B Commercials. One was to be bought using cash and the second through a HP agreement. He says he withdrew almost £4,000 to pay for one of the vehicles and has supplied a copy of a bank statement that shows a sum being withdrawn from his partner's account before he visited B B Commercials.

Mr W says he only paid £4,000 for the vehicle as there were a number of things wrong with it and this is why it was considerably cheaper than the similar vehicle on the HP agreement. Mr W has not explained how he managed to negotiate a considerable saving on the vehicle, because of its faults, when he hadn't actually seen the vehicle. Nor has he explained why the bank withdrawal was 9 days before he went to collect the vehicle(s). I asked Mr W to provide supporting evidence of the repairs he says he had completed but he has not

provided any supporting evidence showing the vehicle had faults or that repairs were actually completed. I also explained to Mr W that the finance provider's records note that he said he had completed all repairs himself. I asked him to clarify this contradiction but he did not respond.

Mr W says he paid £4,000 for the vehicle he has but he says he was not provided with a receipt or anything to show that he paid this sum for the vehicle. B B Commercials says there was no receipt provided as Mr W did not make a cash payment of £4,000.

I think that had Mr W paid £4,000 for a vehicle he would have insisted upon some form of receipt or proof of purchase showing he had made this payment. The vehicle was to be used for business purposes and it is therefore quite possible that its cost would be included in Mr W's accounts for tax deduction purposes. I think it is unlikely that Mr W would have been aware of any faults with the vehicle before he had seen it and he would not have therefore been able to negotiate a substantial discount. Without knowing he would pay a reduced price of £4,000 I cannot see how Mr W would have known to withdraw this amount from the bank more than nine days before he actually visited B B Commercials. I also think it unlikely B B Commercials would discount the vehicle by around 60% from its original asking price.

Mr W was travelling a considerable distance to B B Commercials but he has not explained how he intended to return home with the two vehicles. He clearly would have only been able to drive one of the vehicles and although I accept he may have taken someone with him to drive the second vehicle he has made no mention of this.

Mr W says he completed a HPI check on the vehicle he collected and this is not unreasonable when buying used vehicles. Had Mr W purchased two vehicles from B B Commercials as he claims, I think it more likely than not he would have completed two HPI checks, one for each vehicle. I have not seen anything to show that the second vehicle was checked and Mr W has not responded to this point when I put it to him. The second vehicle was also considerably more expensive than the £4,000 Mr W claims he paid for the first vehicle and I am unsure why the cheaper vehicle was HPI checked and the more expensive vehicle was not checked.

Mr W says the vehicle that should be attached to the HP agreement is the one he did not collect from B B Commercials. Mr W has however made a considerable number of payments to the HP agreement for a vehicle he claims he did not receive. I think that most people would only make one or two payments towards the HP agreement before they stopped paying if they did not receive what they were being asked to pay for. Mr W has not explained why he continued to make the repayments to the HP agreement if he did not receive what he was being asked to pay for.

Mr W paid a £250 deposit for one of the vehicles before he visited B B Commercials. If he was always intending to buy two vehicles I think it more likely than not that he would have paid a deposit for each vehicle, especially when considering the distance he would travel to collect them.

Having considered the circumstances of this complaint I am not persuaded that Mr W ever intended to buy two vehicles from B B Commercials. Nor am I persuaded that he actually paid £4,000 cash for one of the vehicles. The bank statement Mr W provided shows a sum being withdrawn from the account but it doesn't demonstrate it was specifically for the purchase of the vehicle. I also fail to see how Mr W would have known to withdraw this

amount nine days before he visited B B Commercials, which would have been when he would have been able to negotiate the reduced price.

There is no evidence to demonstrate the vehicle was actually faulty or needed repair and there is contradictory evidence about who Mr W says completed repairs. B B Commercials has provided evidence to show the second vehicle had already been sold before Mr W visited and that it was not therefore available for sale. The deposit payment and HPI check also demonstrate, in my view, that only one vehicle was to be purchased.

I have noted what Mr W has said about the date of the invoice from B B Commercials but this doesn't demonstrate that anything untoward took place or that Mr W intended to buy two vehicles.

B B Commercials said it innocently put the wrong vehicle registration details on the HP agreement and that this was simply an error on its part. I find this to be plausible in the circumstances and think this is likely to have been what actually happened. Mr W became aware of this within a short period and the evidence here suggests Mr W has merely tried to profit from this error and avoid having to pay the HP repayments.

I think that it was always Mr W's intention to buy one vehicle through a HP agreement and this is the vehicle he received. I therefore think it fair and reasonable to expect Mr W to have to pay what he borrowed to fund the cost of the vehicle.

### **my final decision**

My final decision is that I do not uphold this complaint and I make no award or instruction against George Miller Brown t/as B B Commercials.

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

Mark Hollands  
**ombudsman**