

The complaint

Mr F complains that Sytner Vehicles Limited, who I'll call "Sytner", changed the finance agreement he'd arranged through them for a new car.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

What I've decided – and why

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

I know it will disappoint Mr F, but I don't think Sytner has done anything wrong here. I'll 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.

I can understand Mr F's frustration here as he's not only experienced delays with the delivery of his new car, but he's also had the details of the financing arrangement changed. I have every sympathy for those problems, but I don't think Sytner have broken the terms of the agreement they had with Mr F.

The new car order was originally placed in December 2021 with an estimated delivery date of 9 months. The terms of Mr F's vehicle order explained that:

"2. DELIVERY

(a) Sytner will provide an estimated delivery date or dates but shall be under no liability whatsoever for loss occasioned by delay in delivery arising out of any cause beyond the control of Sytner.

(c) If the Goods are not delivered within three calendar months of the estimated delivery date the Customer or Sytner may elect by notice in writing to the other party to cancel this contract. Upon such cancellation the Customer's deposit shall be returned and Sytner shall be under no further liability to the Customer."

So, when the anticipated delivery date was delayed by more than three months as a result of delays at the manufacturer, Sytner were entitled to cancel as the delay was out of their control.

Sytner offered a new arrangement and explained to Mr F that the credit provider who they brokered the deal with were unable to offer the previous APR level. I can understand Mr F's disappointment at that, but it was for the finance company, and not Sytner (the broker), to decide on the interest rate they wished to apply, and I can't see that Sytner were obliged to maintain the original offer given the delay that had been experienced.

Ultimately, I don't think Sytner have been unreasonable here.

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 Mr F to accept or reject my decision before 2 October 2023.

Phillip McMahon
Ombudsman