

## **The complaint**

Mrs R complains that she didn't benefit from a price reduction on her car for taking out finance brokered by Jardine Automotive Limited., who I'll call "Jardine".

## **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 Mrs R, but I agree with the investigator's opinion. 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.

Mrs R has explained that she wanted to pay for her car, in full, but she was told she would get a £1,000 discount if she took out finance to fund the purchase, which she could then pay back in order to withdraw from the finance agreement within 14 days.

It's not disputed that Mrs R paid the requisite amount to settle her finance agreement and withdraw from it in March 2021. But, unfortunately, she made the payment to Jardine and not to the finance company. Rather than paying off the finance the money was simply returned to her in November 2021 and that meant that the agreement went live.

Mrs R has not been able to provide much evidence she was offered £1,000 to take out the finance. It's therefore difficult to demonstrate that was the offer made. The invoice details a "Jardine Sales Offer" of £1,195 and that could have been the discount Mrs R is referring to. If that's the case, Mrs R did benefit from that offer as £1,195 was deducted from the sales price. But she had to pay some interest on the finance agreement when it went live and the money she'd paid Jardine wasn't immediately returned to her (between March and November 2021). The investigator has calculated that interest to be about £425 and that seems sensible.

So, if the Jardine Sales Offer was the discount Mrs R says she was offered to fund her purchase through credit, it and the compensation of £400 Jardine have offered, more than offset the amount she had to pay in interest before the funds were returned to her; the point she would have been put back in a position to pay off the finance.

I don't think there is sufficient evidence that Mrs R has been financially disadvantaged by the arrangement, or that she hasn't been sufficiently compensated for any distress or inconvenience caused.

**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 Mrs R to accept or reject my decision before 14 September 2023.

Phillip McMahon  
**Ombudsman**