

The complaint

Mrs S complains that Bristol Street First Investments Ltd, whose appointed representatives are Albert Farnell Limited and who were trading as Vertu Land Rover Guiseley (I'll call them Vertu for ease), misrepresented an agreement she entered into with them to finance 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 Mrs S, but I don't think there is sufficient evidence that this agreement has been misrepresented to her. 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 S acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Misrepresentation is, in very broad terms, a statement of law or of fact, made by one party to a contract to the other, which is untrue, and which materially influenced the other party to enter into the contract.

It's Mrs S's position that she was misinformed about the guaranteed future value of the car she financed. I don't think I have sufficient evidence to suggest that was the case.

The finance agreement of 25 March 2019 sets out what that guaranteed future value is and the electronic, digitally time stamped, signature suggests Mrs S agreed to that. The order form clarifies and corroborates the total price that is to be financed and has been signed by Mrs S, as has the vehicle invoice. I can't see that a false statement of fact has been made.

Mrs S suggests an earlier order form she signed on 13 March 2019 is for the car she eventually received. Vertu say that order was for a different car and was subsequently changed. I'm persuaded that is a more likely explanation as the 13 March 2019 order form doesn't mention the car is automatic and it's clear Mrs S wanted an automatic; the order form also has a different price that I think suggests it was for a manual vehicle; and because

Mrs S signed the subsequent documentation that accurately set out the financial commitments Vertu then held her to.

I'm not, therefore persuaded that this finance agreement has been misrepresented to Mrs S and I am not asking Vertu to take any further action.

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 S to accept or reject my decision before 3 January 2024.

Phillip McMahon
Ombudsman