

The complaint

Mr G complains that a car he acquired through a conditional sale agreement with Black Horse Limited (Blackhorse) was mis sold to him. He has not specified the redress he would like.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the 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.

Having done so I have reached the following conclusions:-

- I appreciate Mr G says the details of the agreement weren't explained to him and that it's difficult for him to evidence a conversation he had at the time. However, I have seen the agreement Mr G signed. It makes clear the cash price, deposit, amount of credit, interest, purchase fee, the total charge for credit, the repayment balance and total amount payable. These amounts are also explained in notes alongside each amount. The duration of the agreement and APR rate are also noted.
- Mr G also signed to say three steps – that is the pre contract credit information, pre contractual explanation and affordability and change of circumstances had been gone through before he signed the agreement. So, I think Mr G had sufficient information to know what the agreement he signed for entailed. Consumers are expected to read and understand the documentation for agreements they sign. If Mr G wasn't sure, didn't understand, or felt rushed to sign the agreement he could have chosen not to do so.
- I understand Mr G wanted to return the car the same day he got it, so I appreciate he might find it harsh he wasn't allowed to do so. Mr G did have the right under the standard 14 day cooling off period, to cancel the finance agreement. If he had done so he would have had to pay the full amount of credit back to Black Horse. However, cancelling the agreement wouldn't have allowed him to return the car. Mr G signed a legally binding agreement, there was no onus on the dealership to take the car back unless it wasn't fit for purpose – i.e., faulty – and I have seen no evidence of this.
- I appreciate Mr G says there was an issue with the servicing of the car. Mr G doesn't agree with Black Horse that the car was correctly serviced however as I understand it Mr G is no longer in possession of the car so this isn't something I can investigate. I understand Mr G did raise a separate complaint with Black Horse over the quality of the car but didn't seem at this time to have raised an issue with the service history which I might have expected him to do if there was a problem with it.

- As I have no evidence the agreement was mis sold to Mr G I can't reasonably expect Black Horse to provide Mr G with any redress.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 January 2024.

Bridget Makins
Ombudsman