

The complaint

Mr B complains about the issues that he's been caused as a result of the delayed delivery of a car that he'd ordered from DreamLease Limited.

What happened

Mr B ordered a car from DreamLease, which was acting as a credit broker, in November 2021 which was going to be supplied to him under a finance agreement. He says that the estimated delivery date was February 2022 but it was delayed until April 2022 and then delayed again so he cancelled the order. He complained to DreamLease but it said that the delivery date was only an estimate.

Mr B wasn't satisfied with its response so complained to this service as he believes that the advertising was dishonest and DreamLease hadn't offered him a loan car or refunded the processing fee that he paid. He also says that he's ordered a car from another dealer but a further search of his credit file had to be made which has caused him detriment. He says that DreamLease should be required to refund the processing fee and compensate him for the damage to his credit file.

Our investigator didn't recommend that his complaint should be upheld. She said that the delivery date was an estimate, Mr B was aware of the processing fee and that she couldn't fairly ask DreamLease to refund the fee. She also said that Mr B hadn't provided evidence to show that the credit searches had a direct negative impact on him.

Mr B has asked for his complaint to be considered by an ombudsman. He says that the delivery date was initially moved back to April 2022, which he could have accommodated, but was then moved to an indeterminable date and DreamLease couldn't tell him when it would be able to advise him of the delivery date. He says that he doesn't believe that it's unreasonable to refund the processing fee in these circumstances. He says that DreamLease's marketing wasn't appropriately targeted, clear, and not misleading. He's provided a screenshot of his credit score showing that it has reduced.

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 agree with the outcome recommended by our investigator for these reasons:

- Mr B has provided a copy of DreamLease's advert for the car which refers to *"February 2022 delivery"* but he electronically signed the order form which said that the estimated delivery date was to be confirmed and: *"Estimated delivery date is to the best of our knowledge and is not a contractual obligation"*;
- there's no reference in the order form to the delivery date being February 2022 but DreamLease sent an email to Mr B which said: *"The estimated delivery date of your vehicle is February/March 2022. Please be aware this date is representational of the"*

time we believe it will take to deliver the vehicle to you. We will do all that we reasonably can to ensure the vehicle is delivered to you as close as possible to this date but due to factors outside of our control this date can change. The actual delivery date will be confirmed to you when the supplying dealership have advised that the vehicle is ready for delivery, subject to your finance agreement being processed”;

- DreamLease then sent another email to Mr B to tell him that the manufacturer was showing an April delivery for his order but Mr B says that he was then told that the delivery would be delayed and that DreamLease couldn't tell him when it would be able to advise him of the delivery date;
- I can understand Mr B's frustration about the delayed delivery and his reasons for cancelling the order but I don't consider that DreamLease had guaranteed a delivery date and I'm not persuaded that it has acted dishonestly or incorrectly in these circumstances - and I don't consider that it was required to provide him with a loan car;
- it was clear from the order form that there was a processing fee of £234, which was paid by Mr B, and the order form said: *“Once this vehicle order form is signed, if you change your mind, there will be a cancellation fee equal to 3% + VAT of the vehicle's P11D, payable within 14 days. The cancellation fee is in addition to the processing fee which remains payable”;*
- Mr B hasn't been charged a cancellation fee but I consider it be clear from the order form that the processing fee wasn't refundable if the order was cancelled and I'm not persuaded that it would be fair or reasonable in these circumstances for me to require DreamLease to refund the processing fee to Mr B;
- Mr B says that he cancelled the order and ordered a car from another dealer but a further search of his credit file had to be made which has caused him detriment and he's provided a screenshot of his credit score showing that it has reduced;
- I consider that it was Mr B's decision to cancel the order and then to order the car from another dealer so I'm not persuaded that DreamLease has any liability for the consequences of that, including any adverse impact on his credit score – but the screenshot that Mr B has provided shows that he has an excellent credit score and, although it has reduced, I'm not persuaded that there's enough evidence to show that the reduction resulted from the further credit search or that Mr B has been caused any financial loss by that reduction; and
- I sympathise with Mr B for the difficulties that he's experienced and the processing fee that he's incurred, but I find that it wouldn't be fair or reasonable in these circumstances for me to require DreamLease to pay any compensation to him or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 July 2022.

Jarrold Hastings
Ombudsman