

The complaint

Mr C complains that Care by Volvo Car UK Limited (CBVC) didn't provide the service it should have regarding the delivery of a new car under his hire car agreement.

What happened

Mr C entered into a hire agreement for a new car in July 2021. The car was due to be delivered in March 2022 with the new registration plate. Mr C expected his car to be delivered on 1 March 2022, but this didn't happen until 3 March. He spent time on calls before the delivery date trying to confirm when the car would arrive and says he was provided with conflicting information.

CBVC said that its Customer Relations Team acted with good intentions to inform Mr C that there may be a potential change in the planned collection date of his vehicle. It apologised for the surprise caused but said the collection of the car hadn't been affected.

Our investigator didn't uphold this complaint. He said that there wasn't an agreed delivery date for the car.

Mr C didn't agree with our investigator's view. He said that the agreement he signed included reference to an exact delivery date being agreed and that he had the delivery date of 1 March confirmed both verbally and in writing. He said had been caused inconvenience and costs by the delay in the delivery date and service issues he experienced, and he should be compensated.

My provisional conclusions

I issued a provisional decision on this complaint. I concluded in summary:

- Mr C entered into a hire agreement with CBVC in July 2021. The lease term was three years starting on the date the car was delivered. When the order was confirmed in July 2021, Mr C said he wanted to take delivery on 1 March 2022 with the new registration plate.
- There were several references to the 1 March 2022 date throughout the correspondence with CBVC, but I hadn't seen evidence of the delivery date being confirmed as part of the contract. And so while I understood that Mr C had made his desire for the delivery on 1 March known and this appeared to have been agreed, it wasn't clear that the date formed part of the contract or that this was guaranteed rather than an estimated, target or best efforts date.
- Mr C contacted CBVC in November 2021 for an update and there was some confusion regarding the build date, but in January 2022 he was told that delivery was still expected on 1 March 2022. There were then questions about the plate and registering this, but these were dealt with. In February 2022, CBVC said the car was in transit and it was doing all it could to get it by 1 March, but this didn't happen. Mr C took delivery on the 3 March.

- While I didn't have evidence in the contract of the delivery date, I accepted that the 1 March was the expected date and Mr C was told more than once this was on track. Therefore, I accepted he was disappointed when the date wasn't achieved, and I thought it reasonable that CBVC should act to mitigate costs associated with the delay. CBVC offered to pay for alternative transport until the car was delivered which I found reasonable.
- I separately considered the service issues Mr C raised, specifically regarding the information he received and additional documentation. Mr C made several calls while trying to sort the delivery of his car and while CBVC did try to assist him, there was a lack of clarity about the timing, and, on occasions, conflicting and unclear information. Given this I thought it reasonable that Mr C was paid compensation.
- I took into account the inconvenience Mr C was caused both by the delivery delay but also by the uncertainty arising from the information he received in the lead up to delivery. Against this I considered the support CBVC did provide and its offer to cover the transport costs for the period between 1 and 3 March. Based on this I thought compensation of £100 was reasonable.

Both parties accepted my provisional 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.

My decision is about the issues Mr C experienced in regard to the delivery of the car subject to his hire agreement. As both parties accepted my provisional decision, my conclusions haven't changed, and I am now able to issue my final decision.

As I set out in my provisional decision I do not find there is enough evidence to say that the delivery date was confirmed as part of the contract, however I do find that Mr C reasonably believed the car would be delivered on 1 March and this didn't happen. I don't think the service he was provided with in the lead up to the delivery and regarding the delivery day was as it should have been and because of this I find it fair that he is paid £100 compensation.

Putting things right

My provisional decision is that Care by Volvo Car UK Limited should pay Mr C £100 compensation for the service issues experienced with the delivery of the car subject to his hire agreement.

My final decision

My final decision is that Care by Volvo Car UK Limited should take the actions set out above in resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 December 2022.

Jane Archer
Ombudsman