

The complaint

Mr G complains that a car he has been financing through an agreement with Volkswagen Financial Services (UK) Limited (who I'll call VWFS), trading as Audi Financial Services, was misrepresented to him. He also complains that VWFS's service when handling his complaint was poor.

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.

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.

Mr G acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

I understand that VWFS have now allowed Mr G to reject the car he had been financing with them. The redress provided in those circumstances, would have been likely to be the same as I would have ordered if I'd found the car to have been misrepresented. So, I will not consider the misrepresentation issue any further. But as the poor service Mr G has complained of was service he received during VWFS's investigation into his complaint about misrepresentation of the goods, I will consider that.

Mr G is disappointed that he hasn't received calls back from VWFS despite being promised them. He's also explained that he was misinformed about the refund policy and about the process of returning the car to the dealership. In support of that he's provided a subject access request file. I've not reviewed that as I don't think it's necessary. VWFS haven't sought to defend those allegations.

I've considered the impact that poor service had on Mr G, and I can see that it's delayed progress on his complaint and must have been frustrating for him. He's been put to some inconvenience by VWFS but considering our usual approach to distress and inconvenience compensation I think a payment of £50 is sufficient.

Putting things right

Having considered the evidence on the file I would agree with the investigator that VWFS should pay Mr G £50 in compensation.

My final decision

For the reasons I've given above, I uphold this complaint in part and tell Volkswagen Financial Services (UK) Limited to pay Mr G £50 to compensate him for the distress and inconvenience he's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 November 2023.

Phillip McMahon
Ombudsman