

The complaint

Mrs K complains about various things in relation to the way a car was collected under an agreement she took out with RCI Financial Services Limited ("RCI").

What happened

Mrs K referred a complaint to us along with her representative. As the complainant is Mrs K, for ease, I have addressed my decision to her mostly throughout, when referring to what she and her representative have told us.

Mrs K entered into a hire agreement with RCI in September 2020 to acquire an electric car. The agreement was for 36 months, but in July 2023, Mrs K agreed to early terminate the agreement and for it to be collected.

In July 2023, Mrs K contacted RCI and then later complaint to them about, among other things:

- The information she was told about the percentage of charge the battery should have been set to in the car when it was due to be collected. She said she was told over the phone it should be charged to 90%, but also received a text to say it should be fully charged.
- The manner in which the car was collected.
- Damages recorded by a third-party when the car was eventually collected.
- A complaint being logged under her name when she believed it should have been against someone else. This was as her representative also made a complaint about other things not in relation to this agreement.

In August 2023, RCI sent their final response on the matter. In summary, they said:

- The car was scheduled to be collected on 19th July 2023 by a third-party instructed by RCI and their policy was for their electric cars to be charged to 90% for collection. But, the collection was declined by the third-party. While RCI agreed with the third-party's decision to cancel the arranged collection, they also agreed to waive a charge incurred, as a gesture of goodwill.
- An alternative arrangement was made to collect the car and RCI instructed a different third-party. This third-party had used the word "*repossession*" on their paperwork, which caused Mrs K some distress. RCI apologised for the experience Mrs K had and also arranged for some flowers to be sent to her.
- While some damage or missing items were recorded by a third-party upon collection of the car, no charges had been applied to Mrs K's agreement.
- They didn't believe they made an error in how they recorded complaint points.

Unhappy with RCI's response, Mrs K referred her complaint to our service.

Our investigator found that RCI didn't need to do anything further. In summary, he explained that there were certain aspects to the complaint he would not be considering as they were

not in relation to Mrs K who was the named person on the agreement. He then went onto say that, among other things:

- It was in the third-party's collection policy that required an electric car to be charged to 90% before collection and so, he didn't think RCI needed to do anything more.
- He thought RCI waiving a cancellation fee as well as their gesture of goodwill and apology was enough in relation to the distress Mrs K experienced when the car was arranged to be collected.
- No charges were incurred for any possible damages or missing items which might have been recorded, so he didn't feel he needed to comment on this further.

Mrs K disagreed with the investigator's findings. Among other things, she believed complaint points her representative had with RCI shouldn't have been attached to her account and details. Mrs K also believed it wasn't herself that caused the issue as to why the first arranged collection was cancelled. And she believed there was no damage to the car when it was collected. Several other points raised were not in relation to this agreement.

As Mrs K disagreed, the complaint was passed to me to decide.

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'm not upholding this complaint and I'll explain why below.

I'm aware I've summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is at the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

Mrs K acquired a car under a hire agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

And to be clear from the outset, the eligible complainant relating to this hire agreement is Mrs K. Her representative is not a named individual on the agreement. So, my decision will only focus on complaint points about her agreement with RCI which I feel I need to address to reach a fair outcome.

In addition, Mrs K says her data was breached by RCI. She says that her representative raised additional complaint points to RCI which are not in relation to this agreement and they were attached to her account and name. I appreciate Mrs K feels strongly about this, but I will not be making a finding on this matter. I say this because, in order to do so, I will need to consider complaint points and individuals that are not in relation to the agreement Mrs K took out with RCI, and so beyond the remit of this decision. I also don't think I need to make a finding on this to reach a fair outcome. I suggest Mrs K refers this aspect to the Information Commissioner's Office if she wishes to pursue it.

Mrs K complains about the manner in which the car was collected on two separate occasions. Initially, a date was arranged for a third-party to collect the car. Mrs K said she was given conflicting information about the percentage of charge the battery should have been at when it was due to be collected. Mrs K said the car was charged to over 90% just in

case. The arranged collection was later cancelled by the third-party and a fee was charged for the cancellation.

RCI said it was the third-party's policy for the car to be charged to 90% for collection. RCI also said they agreed to the third-party's decision to cancel the collection for the safety of their agents, but in recognition of the levels of service provided, they waived the fee for the cancelled collection.

I appreciate Mrs K believes it was a waste of her money to charge the battery over 90% when it wasn't collected. But I have seen a copy of correspondence the third-party sent to RCI. It appears that Mrs K's representative was abusive to a third-party agent when they messaged to confirm an estimated time of arrival, which is why the collection was cancelled. So I can't fairly say that RCI was at fault for the car not been collected and for the battery being charged unnecessarily. Having said that, I have noted that RCI still waived the cancellation fee for other reasons, and for the levels of service provided. From what I have seen, I think this is more than they needed to do in this instance. So, considering things here, I don't think RCI needs to do anything further to settle this aspect of the complaint.

Another third-party was then scheduled to collect the car a few days later, but the paperwork Mrs K seen showed it was recorded as a repossession, when it shouldn't have been. RCI apologised to her and also arranged for some flowers to be sent to her.

I accept that having seen "*repossession*" on the documentation would have likely caused Mrs K some acute distress, and considering the circumstances, I think RCI's apology and gesture of goodwill is enough in this instance.

Mrs K also complains about damage recorded by the third-party when the car was collected, as well as items that were recorded as missing. RCI say that Mrs K wasn't charged for any damage or missing items. Considering things here, while I appreciate things may have been recorded incorrectly on collection forms, I can't see that Mrs K has incurred any loss. So, I don't think RCI needs to do anything further here.

In summary, I don't think RCI needs to do anything further to resolve this complaint.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 1 July 2024.

Ronesh Amin
Ombudsman