

The complaint

Mrs T complains that Renault Retail Group UK Limited (“Renault”) added charges for unwanted extras to her car hire purchase agreement.

When I refer to what Mrs T has said and what Renault has said, it should also be taken to include things said on their behalf.

What happened

In October 2022, Mrs T was supplied with a new car through a hire purchase agreement arranged by Renault as the credit intermediary. The cash price of the car was £29,664 and the total amount payable was £33,190.14. This included a deposit contribution of £1,750 from the finance provider and £4,123.05 from the part exchange of Mrs T’s previous car.

Mrs T ordered the car in June 2022 and her order form included tyre protection and a service package. In October 2022, Mrs T returned to Renault with her registration documents and a week later she was supplied with the car. Mrs T said Renault did not provide her with any documents.

A year later, when Mrs T took her car for a service, she was told that the service plan wasn’t included in her order and hadn’t been paid for. She complained to Renault and provided the order form as evidence. Renault gave her the three-year service plan free of charge which she accepted as settlement of her complaint.

Mrs T asked Renault for copies of the sales document and, on receipt, she noticed that charges had been added for two optional extras that she hadn’t asked for and weren’t on her order form. Mrs T also saw that the signature on the documents was different to her own. She complained to Renault saying that the fraudulent signatures made the agreement null and void.

Renault looked into Mrs T’s complaint. Although it had evidence of Mrs T being present when the sale was completed, it offered to refund the cost of both extras along with the interest which had been charged. Renault rounded the refund to £800, which was an additional £127 (figure round for ease).

Mrs T didn’t think Renault’s offer to resolve her complaint went far enough. She wanted a full investigation into the signatures and confirmation of the outcome, along with compensation. Renault issued final responses to Mrs T’s complaints in which it maintained its offers. It also said that it had completed its investigation into the allegation of fraud, but it wouldn’t disclose the outcome for reasons of data protection.

Unhappy with Renault’s response, Mrs T brought her complaint to this service.

Our investigator provided a detailed background of the complaint. She said that the evidence suggested Mrs T would’ve renegotiated the sale because the figures on the credit

agreement had changed from the order form. Therefore, she thought it was likely that the extras had been discussed. Our investigator also said that there was little evidence regarding the signatures to persuade her that Renault had done anything wrong. That said, our investigator pointed out that if the extras had been included incorrectly, Renault had done enough to put matters right. Therefore, our investigator didn't uphold Mrs T's complaint.

Mrs T didn't agree with the investigator. She said one of the extras shown on the sales form was charged for but not provided; the addition of products not requested amounts to a breach of the agreement, and the presence of signatures on the forms that were not hers casts doubt on the validity of the contract.

Because Mrs T didn't agree, this matter has been passed to me to make a final 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've reached the same overall conclusions as the investigator, and for broadly the same reasons.

I haven't commented on every piece of evidence or every specific point where I don't believe it affected what I think is the right outcome. Some evidence is incomplete or contradictory, so I've reached my view based on what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations. Mrs T was supplied with a car under a hire purchase agreement arranged by the retailer acting as a broker. The Consumer Rights Act 2015 (CRA) covers agreements such as this one. And, as this is a regulated consumer credit agreement, I'm able to investigate a complaint about it.

To be clear, my role is to look at the evidence and decide whether there is any merit to Mrs T's complaint. If I decide Renault did something wrong, I'll look at what it did, if anything, to put matters right. If I don't think it did enough, I'll require further action.

To begin with, I've considered matters regarding the optional extras included in the credit agreement. I'll consider matters relating to the signatures later in my decision.

I understand Mrs T asked for tyre protection and a service plan, but she declined the paint protection and guaranteed asset protection (GAP). The tyre protection is not in dispute. Looking at the service plan complaint, I see that it was included on the order form dated June 2022, but not in the final agreement dated October 2022. There's no clear evidence about why the service plan wasn't included in the final agreement, so I can't reasonably say that Renault did or didn't do anything wrong.

Nevertheless, if I thought Renault had made a mistake, I'd expect it to put that right. Renault hadn't charged Mrs T for the service plan, but to settle the complaint it provided her with the full three-year plan free of charge. As Mrs T benefited from the service plan without having to pay for it, I'm satisfied that if Renault had made a mistake, it's put Mrs T into a better position than she would've been if it had included the service plan when the agreement was finalised.

Turning to the paint protection and GAP, Renault provided a copy of the agreement which shows they were included within the charges. It also provided evidence of Mrs T being present when the agreement was concluded, suggesting that she had likely discussed the

options and agreed to them. Mrs T disputes this and says she would never have asked for the two extras, and I can see that her order form dated June 2022 supports what she says.

The evidence here is contradictory but, despite that, Renault has offered to remove the charges and interest as if it had made a mistake. Specifically, it has offered to refund the GAP, and paint protection charge plus interest. In addition, it offered around £127 to round up the refund. If I thought Renault had incorrectly added the two extras, I'd expect it to refund the charges and any associated interest. As this is what Renault offered along with an additional payment, I'm satisfied this is a reasonable offer given that there's insufficient evidence to suggest it did anything wrong.

Mrs T said the interest isn't enough. However, I've not seen any evidence that the interest calculation is incorrect. Given that Renault also paid an additional £127, I see no reason to ask it to pay any more.

I've noted Mrs T's comment about the charge for paint protection which wasn't actually provided. Renault said a care pack would've been provided had it been included. There's no evidence to show that a care pack was included, although I don't think it would necessarily have stood out as anything unusual for a new car to have one. But, whether or not the paint protection was provided, I'm not persuaded that it affected Mrs T financially. She didn't want or pay for it, so there's nothing for Renault to put right in respect of this matter.

I'll turn now to Mrs T's complaint that Renault fraudulently added her signature to the documents. It's not within my remit to determine whether a fraud has occurred. What I've considered is whether the agreement was likely signed at the time the car was supplied. It's clear that several of the documents have electronic signatures. The time stamps show that each of the documents were signed between 12:05:11 and 12:06:16 on 16 October 2022. Renault provided a copy of an image taken of Mrs T when she collected the car on that date, so I think it's more likely than not that she agreed to the electronic signature.

I understand Mrs T's usual signature includes her middle initial. I'm not aware that electronic signatures are required to reflect a usual signature, and I see that the documents don't include a middle initial. So, I think it's likely to have been system generated rather than an accurate reflection of how Mrs T usually signs documents.

It's not for me to determine whether any handwritten signatures match Mrs T's. Instead, my role here is to decide whether Renault responded reasonably to Mrs T's concerns. It completed an internal investigation and notified Mrs T it had done so, albeit without telling her the outcome. I wouldn't expect Renault to divulge the outcome, especially if it affected members of staff.

I can understand Mrs T feels very strongly about this, and whether it means the agreement can be considered null and void. I've considered the full circumstances, and I don't think there's any reason to reach that conclusion. That's because on the day the forms were signed, Mrs T collected her new car and then used it for a year before questioning any of these matters. It's not clear why she wouldn't have been provided with the agreement documents, or why she didn't ask for a copy sooner. It's possible the documents were emailed to her and missed. Nevertheless, she accepted the car and benefited from it, so I don't think there's any reason to consider the agreement void.

Overall, there's no evidence that Mrs T has suffered a financial loss as a result of the errors she thinks Renault made. Indeed, she benefited from a three-year service plan that she'd originally wanted, at no cost to her, and Renault refunded the disputed charges, interest and a rounding amount. Even if Renault made the mistakes Mrs T claimed, I'm satisfied it has done enough to put matters right. Therefore, I'm not asking Renault to do any more.

My final decision

For the reasons explained, I don't uphold Mrs T's complaint about Renault Retail Group UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 25 February 2025.

Debra Vaughan
Ombudsman