

The complaint

Ms S complains that Hippo Vehicle Solutions Limited (which I'll call HMF") did not arrange for the delivery of a car when it said it would. As a result, she has incurred costs of hiring a car and taxi fares.

What happened

On 18 January 2024 Ms S placed an order for a used car, which she was to take on a 4-year hire purchase contract. She did not have a car at the time, so stressed that delivery time was important to her. She expected the car to be delivered to her within a few days.

The car was not delivered within that timeframe, and Ms S complained to HMF. It offered to waive the delivery fee as a gesture of goodwill. The car was delivered on 6 February 2024.

Ms S complained to HMF. She said she had incurred additional costs of around £800 while she was waiting for the car to be delivered, and she expected HMF to meet them. Ms S had paid a deposit of £1,000 by credit card, and the card company reversed that payment. She was however unable to agree a final settlement with HMF.

Ms S referred the matter to this service. Our investigator did not uphold the complaint on the grounds that HMF had already made an offer which she considered to be reasonable. Ms S did not accept the investigator's recommendation and asked that an ombudsman review the case.

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.

Ms S's complaint is that HMF agreed to deliver the car within 72 hours, but failed to do so. There is no dispute about when the car was ordered or when it was delivered. So the only matter I need to consider is whether HMF agreed to deliver sooner than it did and, if so, what remedy is appropriate.

HMF's terms of business included:

DELIVERY

24. Delivery. *We will only deliver the Vehicle to the residential address stated on the Order Form and cannot deliver to any alternative address. Only you are authorised to receive the Vehicle on delivery. Also:*

a. while we will make every effort to deliver the Vehicle ordered by the estimated delivery date, we will not be liable for any claim for compensation or loss of any description (including any variation in part-exchange valuation) that may result from delay due to reasons beyond our control. If delay arises in this way, we will contact you to agree an alternative delivery date:

b. if we fail to deliver the Vehicle within 28 days of the estimated delivery date, you may tell us in writing that you require delivery within seven days from the date of receipt by us of the notice. If the Vehicle is not delivered to you within the seven days, this Agreement will be cancelled, and any deposit paid will be returned and neither party will have any further responsibility to the other...

HMF's website – which does not form part of its terms of business – indicates that used cars are delivered within three to ten working days. Ms S says she was told that HMF aims to deliver within 72 hours.

I don't believe that the terms of business can properly be said to guarantee a delivery date. That is supported by the information on the website and by Ms S's own recollection that she was told HMF "aims" to deliver within 72 hours. Remedies for "late" delivery only become available after 28 days from the estimated delivery date; Ms S's car was delivered well within that time.

HMF and Ms S have discussed settlement terms which have taken into account: the costs which Ms S incurred while awaiting delivery; the reversal of the £1,000 deposit payment; and HMF's offer to waive the delivery. As far as I am aware, they have not resulted in an agreement. It may be that they will in due course, but I do not believe that it would be appropriate for me to seek to impose one. I simply leave it to the parties to discuss how best to resolve that issue.

My final decision

For these reasons, my final decision is that I do not uphold Ms S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 5 August 2025.

Mike Ingram

Ombudsman