

The complaint

Mr C is unhappy with a goodwill payment offered by Volkswagen Financial Services (UK) Limited trading as Audi Financial Services ('VWFS') in relation to a hire purchase agreement.

What happened

Around August 2018 Mr C entered into a hire purchase agreement with VWFS to acquire a new car. Unfortunately, he got into financial difficulty which led to the agreement being terminated at the end of September 2021.

Mr C raised a complaint with VWFS and then with our service, saying he was unhappy with how VWFS handled the situation and explaining this had led to him losing employment. Our service investigated the complaint and didn't uphold it.

In May 2024, VWFS then wrote to Mr C and explained it was making a goodwill offer of £400. It said this was because it may not have provided Mr C with the standard of service he could've expected when supporting him with financial difficulty. The letter included a claim form to complete if Mr C believed there were additional expenses involved.

Mr C responded to this offer in May 2024 and, in summary, raised issues around the termination of the agreement and said this had led to him losing employment. Mr C sent back the claim form and requested that VWFS raise the amount offered from £400 to around £81,000 because of this.

VWFS wrote to Mr C in July 2024 and said it wasn't willing to increase the amount. Mr C was unhappy with this and complained.

VWFS issued a final response to the complaint in August 2024. This said, in summary, that it would not re-review Mr C's previous complaint. It said it was not prepared to review any additional costs Mr C was claiming for. VWFS said the amount of £400 was a goodwill payment and it would not increase this.

Mr C remained unhappy and referred the complaint to our service.

Our investigator issued a view. In summary, this explained she could not look into the previous issues raised. And she said there wasn't any evidence VWFS did anything wrong that would mean it should increase the goodwill offer made.

Mr C was unhappy with this. He again referenced the issues raised under his previous complaint including the termination of the agreement and that he felt this had lost him employment.

As Mr C disagreed, the complaint has been 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 do not think this complaint should be upheld. I'll explain why.

It's very important to start by explaining to both parties the limited scope of this decision. I will not comment on nor make any findings on the issues already addressed in Mr C's previous complaint. This decision *solely* considers the goodwill offer covered by the final response letter issued in August 2024.

I know this will come as a disappointment to Mr C. And I appreciate this means that much of what he's sent to, and told, our service in relation to this complaint won't be addressed here. But I'm satisfied only this very narrow set of circumstances are what I can look into in this decision.

I've firstly thought about the offer made and what this was in relation to.

I've reviewed the contents of the letter from May 2024. This said:

"We've recently looked at how we have previously supported customers who contacted us about repayment difficulties or have missed payments in relation to motor finance products.

*As part of our review, we found we could have taken further steps to support **some** customers who have been in arrears and spoke to us about their contract.*

*Whilst **we have not specifically reviewed our interactions with all our customers**, our findings show that we **may not** have provided you with a service that meets the standards we aim to deliver."* (emphasis added by myself)

Under a section titled FAQs it states:

"The goodwill payment we are making to you is based on our review of publicly available information issued by the FCA and a review of complaints previously handled by us, some of which were referred to the Financial Ombudsman Service."

*"this payment is **not** related to any other claim or complaint that you may have."* (emphasis added by myself)

I've considered the contents of the final response letter VWFS sent in August 2024. This said:

"We carried out the review to acknowledge and apologise that the customer journey you experienced was not the one we would have wanted for you."

"The goodwill payment offered to you is based on the amount that we and other firms typically offer to customers when our services do not meet our expectations or when our customers interactions with us cause them stress and inconvenience."

*"We are committed to providing a supportive experience to all our customers. We are deeply sorry **if** this was not the case for you during this time."* (emphasis added by myself)

I've also considered VWFS's testimony to our service about this complaint. It said:

*"We found that we could have taken further steps to support some customers who have been in arrears and who spoke to us about their contract. Whilst **we have not specifically reviewed (Mr C's) agreement**, our findings show that we **may not** have provided (Mr C) with a service that meets our standards."* (emphasis added by myself)

Thinking about all of this, I'm satisfied in this particular case that it's most likely VWFS has made this offer as part of a broader review of the time in question, rather than in connection to any specific event, or events, that took place in relation to Mr C.

Given this, the lack of other evidence, the fact it is a 'goodwill offer', and the very limited scope of what I can consider in this decision, I find VWFS do not need to increase the amount offered from £400. VWFS has explained this has been paid. So, I find it needs to take no action.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 July 2025.

John Bower
Ombudsman