

The complaint

Mrs K is unhappy with how Volkswagen Financial Services (UK) Limited trading as Audi Financial Services (Audi) handled her end of contract car collection.

Mrs K is represented by Mr S. However, for ease of reference, I will refer to Mrs K throughout this decision, including references to any correspondence and communication Audi had with Mr S on her behalf.

What happened

In April 2021 Mrs K acquired a car under a hire agreement. Mrs K paid an advance rental of around £3,700, with the monthly payments being around £325. The agreement was set to last 24 months but was later extended.

Between March and May 2024, Audi's agent was in contact with Mrs K to arrange inspection and collection of the car in line with the end of contract terms. Mrs K requested additional time as she was considering her options regarding the existing car. She eventually decided to take out a new agreement, with Audi, and collection of the current car was scheduled for 10 June 2024.

However, on 10 June 2024, Audi's agent was unable to attend, and the collection was cancelled. A subsequent collection was arranged for 17 June 2024. Mrs K says Audi's agent failed to arrive within the agreed time slot, and as she was unavailable later that day, the collection had to be rescheduled.

Audi, however, stated that its agent was informed by Mrs K that she would be unavailable after a certain time, and as the agent couldn't guarantee reaching her before that time, the collection had to be cancelled. The collection was then rescheduled for 25 June 2024, which was when the car was ultimately collected.

Mrs K complained about the failed collection attempts and the length of time she remained in possession of the car after the agreement had ended. She said this caused great inconvenience and stress, particularly as she had arranged for her new car to be delivered on the same day the old one was to be collected. And due to the limited space on her driveway - which she says was occupied by two other insured vehicles - she placed the car into storage.

She said the two cancelled collections resulted in storage and transportation costs totalling £500 which she itemised as follows:

- storage fees: £20 per day for 15 days (£300)
- collection and redelivery: £50 per trip for four trips (£200)

Audi accepted there had been a delay in collecting the car and paid £100 by way of an apology, but it declined to cover storage costs, stating this was not something it would cover. When Mrs K continued to contact Audi, explaining why the £100 offered wasn't sufficient, it offered an additional £100 as a gesture of goodwill to recognise the stress and

inconvenience caused.

Unhappy with Audi's response, Mrs K referred her complaint to our service. She explained she was dissatisfied with the offer Audi had made, and with being asked to pay for end of contract charges, while Audi refused to cover the storage costs that she incurred due to the collection delays.

Our investigator wasn't persuaded that the costs for moving and storing the car was Audi's responsibility. However, she agreed that Mrs K had experienced distress and inconvenience, due to Audi's initial delay and considered £200 to be a fair and reasonable amount to cover this. As Audi had already paid Mrs K £100, the investigator recommended that Audi pay an additional £100 to her.

Mrs K disagreed and felt the compensation did not reflect the stress of repeatedly chasing Audi for the car collection, nor did it cover the expenses she incurred for storage and transportation of the car – costs she believed arose solely due to Audi's delay in collecting the car. She also argued that Audi should have postponed delivery of the new car if it could not collect the old one, as she had never agreed to take responsibility for two vehicles simultaneously.

Audi accepted the investigator's view, but as Mrs K remained unhappy, the case has now 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.

I'm mindful the purpose of my decision is to provide a fair outcome quickly with minimal formality. Whilst I have considered all the available evidence, I have focussed my decision on the issues that I consider central to this complaint.

As this is a regulated hire agreement this is a complaint our service can consider.

Mrs K has raised concerns about both the delays in Audi collecting her car and the end of contract charges. However, this decision will focus solely on the delays in the collection of the car, as I've not seen evidence that Mrs K raised her concerns about the charges at the same time as this complaint to Audi, nor that they were covered in Audi's final response. Whilst Mrs K is still free to contact Audi about the end of contract charges, if she wishes to do so, this decision will only cover her concerns about the delays regarding the car's collection.

In reviewing the delays, I've first considered whether Audi was responsible for them. The first scheduled collection on 10 June 2024 was cancelled by Audi's agent, and as this is not in dispute, I consider Audi responsible for this delay.

Responsibility for the cancellation of the second attempt on 17 June 2024 is disputed. Mrs K says Audi's agent failed to attend on time, while Audi says Mrs K cancelled as she was unavailable. I've seen no evidence that a fixed time slot was agreed by Audi's agent, or that it had missed an agreed appointment time, as Mrs K suggests. Likewise, I haven't seen any evidence to show that Audi's agent cancelled the collection, because it was unable to attend. Therefore, I cannot reasonably conclude that this cancellation was Audi's fault.

The final collection, which took place on 25 June 2024, was successful and the car was collected on that date.

It's clear that Audi was responsible for some delay in collecting the car, so I have considered the impact of this delay and how this should be put right.

I appreciate Mrs K said she had no option but to put the car in storage due to a lack of space on her driveway. She also explained that the other two cars on her driveway were insured to be parked there overnight, so she couldn't move them to make space for this car. Even if I were to accept that storage was the only feasible option, Mrs K hasn't provided any reliable evidence of the storage costs she says she incurred.

While she has provided a written breakdown of the storage and transportation costs, she hasn't provided any formal evidence or documentation such as an invoice, receipts and/or bank statement to support her claim. Although Mrs K says this evidence was provided to the business, I haven't seen a copy, nor has she provided it to our service, despite several requests. As such, I cannot make a recommendation asking Audi to refund Mrs K any storage or transportation costs, as there isn't any persuasive evidence that she actually incurred or paid these costs.

That said, while I'm not recommending a refund for the storage costs, I have taken into account that Audi was responsible for some delay in collecting Mrs K's car. I have also seen evidence that Mrs K was requesting updates and attempting to arrange a collection of the car, which understandably caused her some distress and inconvenience.

Having considered all of this, and the impact it had on Mrs K, I have thought about whether the £200 offered by Audi is fair and reasonable. And having done so, I believe it is. I say this because from the available evidence only one cancelled collection appears to have been Audi's fault, and the car was ultimately collected around two weeks after the original scheduled date, which I don't consider was an excessive amount of time to wait for the car to be collected. While I acknowledge this delay would have been frustrating for Mrs K, I believe Audi's offer of £200 is fair in the circumstances.

My final decision

Volkswagen Financial Services (UK) Limited trading as Audi Financial Services has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances.

My decision is that, as £100 has already been paid to Mrs K, Volkswagen Financial Services (UK) Limited trading as Audi Financial Services, should now pay her the remaining £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 8 July 2025.

Farhana Akhtar
Ombudsman