

The complaint

Mr R has complained about the way Porsche Cars Great Britain Limited have handled a claim on his Porsche Assistance product.

What happened

Following a claim Mr R raised several complaint points with Porsche. These included the following:

- A compact premier select saloon courtesy car wasn't provided.
- He was offered a courtesy car that he wasn't happy with.
- A courtesy car was parked illegally outside his house and then taken away again.
- He was offered a taxi to collect a hire car but it was too late in the day.
- On other occasions he wasn't provided with a compact premier select saloon courtesy car when he felt he should have been.
- He feels the third party providing the service has been instructed by Porsche to say condensation is a characteristic of the car.

Mr R has complained on several occasions and has received some compensation as a result of his complaints. Mr R remained unhappy and so brought the complaint to this service.

Due to a jurisdiction objection, the merits of the case hadn't been considered by an investigator. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Based on what I've seen so far, I intend to uphold Mr R's complaint.

Whilst the complaint was with this service, Porsche informed us they'd engaged with Mr R to attempt to address his complaint. On a no admission of liability basis, they made the following two offers to Mr R:

"Offer 1: Vehicle buyback with goodwill, made up of:

- a. The repurchase of the vehicle at the original purchase price together with a full refund of additional products purchased for the vehicle;
- b. A goodwill payment of £6,000;
- c. Settlement of the customer's finance, which will be deducted from the purchase price and be repaid to the finance provider;
- d. Payment of any fees due to the finance provider to redeem the finance early;
- e. A goodwill payment to cover the finance interest paid by the customer to date.

Offer 2: Goodwill where the customer retains ownership of his vehicle

- a. A goodwill payment of £1,000"

As far as I'm aware, Mr R wants to retain the car and as such I'll be considering offer 2 above. Mr R was also offered £250 compensation for service issues from the third party service provider in December 2023.

The terms of the policy set out what Mr R is entitled to in the event of a breakdown. As the majority of Mr R's complaint is about onward mobility, the terms of the policy set out the following:

'We aim to ensure that the replacement vehicle is suitable to provide acceptable onward mobility with a small premium class hire car being provided where available... We cannot guarantee that a replacement vehicle will be available in all circumstances.'

Whilst the policy terms don't guarantee a car will be available, I would expect Porsche to do what they can to provide a car when needed in the circumstances of a breakdown. Whilst Mr R was unhappy with the car that was offered to him, I've not seen any evidence that a small premium class vehicle was available and not offered to him.

I've not seen any evidence to support Porsche telling the third-party service provider that condensation is a characteristic of the car. However, even if they had, it wouldn't be my place in this complaint to assess whether condensation was a characteristic of the car or not. I understand that Mr R requested a recovery service due to condensation, but there was no condensation on the vehicle when the recovery agent attended and as such the car was safe to drive. I've not seen any evidence to support this wasn't the case.

I understand how Mr R could have been impacted by some of the issues he's raised. As a service, we can make an award as a result of a financial loss and for any trouble and upset caused by a business' errors. In this case, Porsche has offered Mr R £1,000 to resolve the complaint. Mr R hasn't made us aware of any costs as a result of not being provided with a hire car. As such, I'm just considering Porsche's offer against the trouble and upset caused.

Based on Mr R's testimony of the impact that has been caused, and the guidelines on our website for when and how much compensation we award, I think Porsche's offer of compensation is fair and reasonable to resolve Mr R's complaint. My understanding is that Mr R rejected Porsche's offer and so it hasn't been paid to date."

Therefore, I wasn't minded to direct Porsche to do anything further as I thought the compensation they'd already offered was reasonable.

Responses to my provisional decision

Mr R confirmed he didn't agree with my provisional decision. He didn't provide any specific reasons as to why he didn't agree with my provisional decision but felt this Service was just looking for a way to not uphold his complaint.

Porsche accepted my provisional 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've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

Putting things right

To put things right, Porsche should pay Mr R £1,000 if they haven't already done so.

My final decision

For the reasons I've explained above, I uphold this complaint and direct Porsche Cars Great Britain Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 July 2025.

Anthony Mullins
Ombudsman