

complaint

Mr L has complained that Volkswagen Financial Services (UK) Limited incorrectly recorded his name and registration number on his hire purchase agreement.

To avoid Mr L being identified in this decision I'll refer to the first name he uses as F and the first name on his hire purchase agreement as W.

My references to Volkswagen include its agent.

background

Mr L took out a hire purchase agreement with Volkswagen. As his car hadn't yet been registered the agreement was made using dummy registration details. Mr L asked Volkswagen to send him a new agreement with the correct registration details on. He also said his name was wrong. Mr L said the agreement was in the name of Mr WL and this wasn't his name. He said he'd never used that name and found it "*offensive*". He said his other agreement with Volkswagen was in the name Mr FL and that's what he wanted on this agreement.

Volkswagen refused. It said 'W' was Mr L's first name and it had taken these from his identification documents. It said it had amended its system to show the correct registration number and to show Mr L's name as Mr WFL. It said it would address him as Mr FL as he wanted. Mr L remained unhappy as he wanted a new finance agreement to be signed with the correct details. He wanted Volkswagen to compensate him for any time that might take and he brought his complaint to us.

Volkswagen then said it had set up the agreement in the name of Mr FL and had amended the details on its system. The adjudicator thought it was reasonable for Volkswagen not to have reissued the agreement. Mr L didn't agree and asked for an ombudsman's decision.

my findings

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'm not going to uphold it.

Mr L acquired his car from the manufacturer's garage. That garage arranged Mr L's hire purchase agreement through Volkswagen as the finance company. That means Volkswagen is the legal owner of the car until Mr L has finished paying his agreement.

Volkswagen said it had set up the agreement in the name of Mr FL. I don't think it did because I've seen the letters it sent to Mr L afterwards that refer to him as Mr WL. But Volkswagen has now said it's amended the details and will refer to Mr L as Mr FL. I think that's fair and reasonable and enough to put things right.

'W' appears to be Mr L's first name but one he doesn't use. He said he gave Volkswagen the option of reissuing the agreement in his full name Mr W F...L. He also said he had the same problem when setting up a previous agreement with Volkswagen which was put right quickly. Mr L's signature on the agreement also shows 'W' as the first name in his signature.

While I accept Volkswagen could have set up a new agreement I don't think that means it had to. I wouldn't expect a new agreement to be set up if Mr L changed his name by deed poll for example. But that didn't happen in this case, and it's clear that it refers to the right person, even if it doesn't use Mr L's preferred given name. So I don't think Volkswagen needs to send new documents to reflect his preferred name.

I appreciate Mr L is also worried about the agreement having the wrong registration details. But I don't expect this to cause him any problems. Mr L signed the agreement showing the wrong registration details. He said Volkswagen forced him to set up the agreement before he bought the car, but I don't think Mr L had to sign the agreement if he didn't want to.

Mr L said he'll have legal issues if he sells the car but I don't think that's right. I don't think Volkswagen is obliged to reissue the agreement if Mr L changed his registration, for example to put a cherished number plate on the car. The chassis number is on the agreement and that will enable other people to identify the car as the one he's acquired. And in any event Mr L doesn't have a legal right to sell his car until he's paid off the agreement.

my final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 March 2017.

Sarann Taylor
ombudsman