

complaint

Mr B complains that Volkswagen Financial Services (UK) Limited didn't tell him that he'd incurred a penalty charge for driving in a bus lane and that he incurred two further penalty charges for the same offence as a result.

background

A car was supplied to Mr B under a hire agreement with Volkswagen Financial Services which he signed in September 2016. Volkswagen Financial Services received a penalty charge notice in February 2017 because the car had been driven in a bus lane in January 2017. It paid the fine and sent an invoice to Mr B for the £65 charge and a £25 administration fee. The invoice showed that it had collected the money from Mr B's account by direct debit. Mr B didn't receive the invoice until mid-March because it had to be redirected as he'd moved (and he hadn't told Volkswagen Financial Services about his change of address). He committed the same offence in February and March and incurred a £65 charge and a £25 administration fee both times. He complained to Volkswagen Financial Services that the delay in him receiving the first invoice caused him to incur the other penalty charges which he said he would've avoided if he'd known about the first charge. It offered to waive the three administration charges – totalling £75 – but Mr B didn't accept its offer and complained to this service.

The investigator didn't recommend that this complaint should be upheld. She couldn't fairly say that Volkswagen Financial Services should've acted any differently – or that if it had done so Mr B could've avoided the latter two fines. So she wasn't persuaded that Volkswagen Financial Services had made an error. And she noted that, by paying all three fines within 14 days, Volkswagen Financial Services had avoided higher fines.

Mr B has asked for his complaint to be considered by an ombudsman. He says, in summary, that:

- the post mark on the envelope for the first invoice wasn't until mid-March;
- payment was taken from his account without his knowledge and without there being anything in the agreement about it; and
- Volkswagen Financial Services should refund the second and third penalty charges – and the administration fees – to him.

my findings

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

The penalty charges were incurred because Mr B committed the offence of driving in a bus lane three times. That isn't something for which Volkswagen Financial Services is responsible. The hire agreement says that: *"You must pay all licence fees, taxes, insurance premiums, fines and other payments associated with the vehicle or arising out of or as a result of the seizure of the vehicle by any statutory authorities as they fall due"*. And Mr B signed a direct debit mandate authorising Volkswagen Financial Services to collect payments from his account. It sent an invoice for the first payment to Mr B in February 2017 which showed that the payment had been collected by direct debit. I'm not persuaded that Volkswagen Financial Services has acted incorrectly. And I find that it wouldn't be fair or reasonable for me to require it to take any action in response to Mr B's complaint. It has

offered to refund the three administration fees – totalling £75 – to Mr B. If he now wishes to accept that offer I suggest that he contacts Volkswagen Financial Services to see if the offer remains available to him.

Mr B clearly feels that Volkswagen Financial Services delayed in sending the invoice to him which resulted in him committing the second and third offences. But Volkswagen Financial Services has provided evidence to show that it sent the invoice to Mr B in February 2017 (after he had committed the second offence). Mr B hadn't told Volkswagen Financial Services that he'd changed address – so the invoice was sent to him at his old address. It was then redirected to him and he received it in March 2017 – after he'd committed the third offence. He says that the envelope containing the invoice was postmarked in March 2017. But I consider it to be more likely than not that the invoice was sent to Mr B in February 2017 and that the delay in him receiving it resulted from the letter having to be redirected.

my final decision

For these reasons, my decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 July 2017.

Jarrold Hastings
ombudsman