

complaint

Miss D complains that the 16 inch alloy wheels on her new car are not fit for purpose as they are used and damaged. She wants Volkswagen Financial Services (UK) Limited (trading as Volkswagen Finance) (VF) to cancel the contract and refund her deposit.

our initial conclusions

VF said the wheels were part of a separate agreement with the dealership, so it was not responsible. The adjudicator agreed with Miss D that the wheels were not of satisfactory quality and were still part of the HP agreement. But it was not reasonable to cancel the contract and return the car as Miss D has used the car since November 2014. Further, nothing else was wrong with it. She thought it was reasonable for VF to replace the wheels and pay £50 compensation. VF did not agree and maintained the wheels were not part of the HP agreement.

my final decision

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 uphold this complaint. I find the wheels were agreed at the time she agreed to acquire the car on HP. The replacement wheels therefore form part of the purchase contract. The wheels supplied were second hand. It is reasonable to expect new wheels on a new car, so I find the contract was breached and VF is liable for this. I note that VF says the wheels were not mentioned in the HP agreement. But the HP agreement doesn't list every aspect of the car. The other documentation demonstrates that Miss D ordered the wheels at the same time she agreed to acquire the car. I agree with the adjudicator that it is not reasonable to order VF to cancel the contract as she has used the car since November 2014 and there are no other problems with it. £50 for hurt feelings and replacing the wheels is reasonable.

My final decision is that I uphold this complaint and order Volkswagen Financial Services (UK) Limited (trading as Volkswagen Finance) to arrange for the current wheels to be replaced with brand new 16 inch alloy wheels and pay Miss D £50 for hurt and upset.

Under the rules of the Financial Ombudsman Service, I am required to ask name Miss D either to accept or reject my decision before 9 November 2015.

Clare Hockney

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.