

complaint

Miss B has complained about the quality of a car she acquired on finance with Volkswagen Financial Services (UK) Limited ('VWFS'). She also feels that the finance agreement itself was misrepresented, as she thought the warranty, registration plate and servicing agreement were also covered by the finance. Further, she's explained that her car was damaged when it went in for repairs, and she feels VWFS should be responsible for this.

background

Miss B entered into a hire purchase agreement with VWFS. This was arranged by a third party dealership. Miss B says the dealership told her the warranty, her registration number costs and a servicing package formed part of the finance agreement. It later turned out they didn't, so Miss B feels the finance agreement was misrepresented to her.

Miss B also experienced problems with the brakes 'screeching', within a week of having the car. She also realised there were no car mats and she hadn't received the spare key.

The dealership took the car in and supplied the car mats and spare key. It was unable to replicate the problem with the brakes, but cleaned them. Miss B said the problem hadn't been remedied, so new brakes were fitted.

A further issue then occurred with the gears. This was found to be down to a loose turbo actuator clip, and this was replaced.

Unfortunately, when the car was returned to Miss B, she reported that the bodywork was damaged. She feels this happened when one of two dealerships had the car in for the repairs.

Our adjudicator didn't recommend that the complaint should be upheld. He was satisfied that the problem with the brakes had been rectified. He also thought the loose clip hadn't been present at the point of sale. He didn't feel that the evidence supported Miss B's belief that additional items were included in the finance. Finally, he noted that the issues with the damaged bodywork weren't the responsibility of VWFS.

Miss B disagreed. She added that it was unfeasible that she'd have entered into the agreement if she'd known the additional aspects didn't form part of the finance. She also says it can't be shown that she was given an opportunity to read the agreement, and that she was pressurised into signing it. Miss B has further explained that she's having problems with the dealership regarding the warranty.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I feel able to decide this complaint without asking for any more information from either party.

First, I've looked at the faulty brakes and turbo actuator clip. Whether or not these were present at the point of sale (and it seems probable there was a problem with the brakes then), I can see that these issues have been remedied. Because of this, I don't think VWFS needs to do anything further, or that it would be fair for Miss B to be able to reject the car.

I turn now to the issue of whether there was a misrepresentation. It's impossible for me to know what was said between Miss B and the dealership regarding whether the registration plate costs, warranty and service package formed part of the finance agreement with VWFS. But I can see that the agreement, which Miss B signed, doesn't include them. Had this been contrary to her understanding, I'd have expected her to query this then, and possibly not sign the agreement. I'm aware that Miss B has said she didn't have the opportunity to read the agreement and was pressurised into signing it. I have no evidence to support this, but, in any event, it was Miss B's responsibility to read the agreement before signing it. If she had any concerns about this, she could have raised them in the following days. For these reasons, I'm not persuaded that the agreement was misrepresented.

I'm aware that Miss B is having problems with the dealership regarding the warranty. But as this didn't form part of the finance agreement with VWFS, I can't hold VWFS responsible for this.

The same applies to the damage to the bodywork. VWFS would be responsible for problems relating to negotiations prior to the agreement being signed, and for problems with the car that were present at the point of sale. The damage to the bodywork occurred afterwards, so I can't hold VWFS responsible for it. In any event, I understand that the dealership is addressing this issue. I cannot require VWFS to become involved in this, as it isn't responsible or it.

my final decision

For the reasons given above, it's my final decision not to uphold this complaint. I make no award against Volkswagen Financial Services (UK) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 8 February 2016.

Elspeth Wood
ombudsman