

## **complaint**

Mr R complains about errors in the hire purchase agreement for a car he has with Volkswagen Financial Services (UK) Limited.

## **background**

Mr R took out a hire purchase agreement with Volkswagen. It wrote to him explaining that it wanted to modify the agreement and change the car registration number on it. It also subsequently said he could swap the car, reject the car and receive a full refund of the payments he'd made or be paid compensation. Mr R had already said that if he couldn't have a replacement car he wanted £10,000 compensation.

Volkswagen also said in its final response that it would pay Mr R £500 compensation as a gesture of goodwill to resolve his complaint.

Mr R isn't happy with this offer and wants adequate compensation to pay for a replacement car.

Our adjudicator felt this complaint shouldn't be upheld. He said:

- The purchase invoice and hire purchase agreement do contain some different details. Volkswagen contacted Mr R about amending the hire purchase agreement so the car was correctly described. He was also later given the option of getting a replacement or rejecting the car and being given a full refund. Although he was later told he'd been wrongly advised.
- We can't comment on the enforceability of the hire purchase agreement. That's a matter for a court to decide.
- Mr R has taken out finance for the incorrect car. Even so the car he received is the car he intended to buy. An administrative error was made but Volkswagen acted reasonably by advising Mr R that the hire purchase agreement needed amending.
- Volkswagen's customer service has fallen below what is expected. But Mr R hasn't suffered financially. And Volkswagen's offer of £500 compensation is fair.

Mr R remains unhappy. In summary he doesn't think the hire purchase agreement can be enforced. The car he's paying for isn't the one he owns.

## **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 agree with the adjudicator's conclusions for the same reasons.

Overall, although I recognise Mr R's frustration, I don't see any reason to change the proposed outcome in this case.

I simply leave it to Mr R to decide if he now wants to accept Volkswagen's offer of £500 compensation.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 9 September 2016.

Stephen Cooper  
**ombudsman**