

The complaint

Mrs R complains that Volvo Car UK Limited has sent her information that should have been sent to another customer and that it has sent her information to that customer.

What happened

Mrs R signed a hire agreement in May 2024 for a car to be supplied to her but she cancelled the order because of issues with the colour of the car's upholstery. She then received correspondence from Volvo Car in June 2024 about failed direct debit payments of £724 and £120.91 under a hire agreement and a services agreement.

Mrs R complained to Volvo Car about some issues relating to the car and receiving information about another customer. It apologised for its error and said that there was no evidence to show that it had shared any of Mrs R's data with any third party. It assured her that the error had been resolved and it offered her £150 compensation.

Mrs R continued to receive correspondence that was intended for another customer and she found out that the other customer had received information that was intended for her. She complained to Volvo Car again and she complained to this service. Volvo Car then apologised that Mrs R had continued to receive invoices relating to a different customer's contract and it confirmed that all email addresses and customer details had been separated on all systems so she should no longer receive a different customer's information. It agreed that it should have exercised better judgement in respect of how it handled communications connected with Mrs R's account and it offered her an additional £200 compensation.

Mrs R's complaint was then looked at by one of this service's investigators. He said that Volvo Car had admitted that it was at fault and it had implemented a fix (and Mrs R had confirmed that she hadn't received any further correspondence intended for another party). He said that he understood how distressing this would have been and that he appreciated the frustration that the error caused due to the length of time and effort it took to resolve but he thought that the £350 compensation that Volvo Car had offered Mrs R was fair and reasonable in the circumstances.

Mrs R has asked for her complaint to be considered by an ombudsman. She says, in summary and amongst other things, that she doesn't believe the compensation is fitting for the volume of emails and calls that she made to Volvo Car and the time taken to chase this, she was riddled with anxiety when the threat of a payment being taken from her account was made as Volvo Car did have her bank details and she doesn't accept that it did everything that it could have done, in a timely manner, to fix the issue and minimise the distress caused to her.

What I've decided – and why

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

Volvo Car accepts that it should have exercised better judgement in respect of how it

handled communications connected with Mrs R's account and it has apologised to Mrs R that she continued to receive invoices relating to a different customer's contract. It assured her in July 2024 that the error had been resolved and it offered her £150 compensation. The error hadn't been resolved and the issues continued.

Volvo Car confirmed in September 2024 that all email addresses and customer details had been separated on all systems so Mrs R should no longer receive a different customer's information and Mrs R has confirmed that she hasn't received any further correspondence intended for another customer. After Mrs R had complained to this service, Volvo Car offered her a further £200 compensation for the continuing issues.

Mrs R has described the time taken to deal with this issue and the anxiety and distress that she's been caused. I appreciate that this will have been an upsetting experience for her and I agree that Volvo Car should have done more in July 2024 to put things right. The issue has now been resolved and I consider that the £350 compensation that Volvo Car has offered to Mrs R is fair and reasonable compensation for the distress and inconvenience that she's been caused. I'm not persuaded that it would be fair or reasonable in these circumstances for me to require Volvo Car to pay a higher amount of compensation to Mrs R or to take any other action in response to her complaint.

Putting things right

Volvo Car says that Mrs R hasn't received the £350 compensation that it has offered her. I find that it would be fair and reasonable for Volvo Car to now pay compensation totalling £350 to Mrs R.

My final decision

My decision is that I order Volvo Car UK Limited to pay £350 compensation to Mrs R.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 1 April 2025.

Jarrold Hastings
Ombudsman