

## **The complaint**

Miss R complains about the quality of a car she has been financing through an agreement with Volkswagen Financial Services (UK) Limited, trading as Audi Financial Services ("VWFS").

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my decision.

## **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.

I know it will disappoint Miss R, but I agree with the investigator's opinion. Please let me explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss R acquired her car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says, amongst other things, that the car should have been of satisfactory quality when supplied. If it wasn't then VWFS, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

The brakes failed on Miss R's car in April 2021 and the recovery engineer noted that the passenger side rear brake calliper had come off. Miss R has explained that earlier that day she'd collided with a child and had been unable to stop.

The relevant legislation says that when a fault is present within the first six months the assumption is that the fault was present when the car was supplied to the consumer. The business haven't sought to dispute that assumption. They repaired the car at no cost to Miss R and provided her with a courtesy car.

On 19 May 2021, a little over six months after the car had first been supplied to Miss R, it was returned to the dealership again as Miss R was unhappy with the brakes. On that

occasion the dealership's notes show that a repair was carried out to the driver's side rear calliper and that the front brake discs and pads were replaced as they were overly worn. Miss R wasn't charged for the repair.

I understand that Miss R is unhappy with the car and given the problems she's had with it she no longer trusts the brakes. She'd like to reject the vehicle, but I don't think that would be fair in the circumstances. I'll explain.

The business had a responsibility to repair the passenger side rear brake calliper in April 2021 because it had failed within the first six months and the relevant legislation therefore held them responsible – as I've already explained. If that repair subsequently failed then the relevant legislation may have allowed Miss R to reject the car.

But when the car was taken back for repairs in May 2021 those repairs were to different parts of the braking system and they'd failed more than six months after the car had been supplied. The relevant legislation, in those circumstances, puts the onus on the consumer to demonstrate the fault was present or developing from the start. I don't think I've seen enough evidence to suggest the problems experienced with the brakes in May were present when the car was supplied or that they were linked in any way to the previous repair in April.

The repair notes from May 2021 don't refer to any problem with the rear passenger side calliper that was repaired the previous month.

I think it's fair to say that brakes are wear and tear items and on a car that had already done over 41,000 miles some wear and tear, such as that noted at the time, would be likely to occur.

The business were prepared to carry out that repair at no cost to Miss R. I think that was fair of them and I don't think it would be reasonable to ask them to support a rejection of the car.

The subsequent independent inspection carried out in June 2021 confirmed there were no problems with the brakes and that the car was performing satisfactorily.

However, it's clear that Miss R has experienced distress and inconvenience here. She's had to have her mother drive her some distance to collect her courtesy car, has been concerned about the safety of the vehicle and clearly been distressed about the accident she says she had as I have seen a copy of a wellbeing report from her employer setting that out. But I also take account of VWFS's actions here. They have been reasonably quick to respond and to arrange a thorough inspection of the car to ensure the brakes were now safe to drive and to give Miss R some peace of mind. They didn't contest the repair charges and have provided a courtesy car where necessary. In the circumstances I think VWFS should pay Mrs R £250 in compensation.

### **Putting things right**

I'm asking VWFS to put things right in the way I've set out above.

### **My final decision**

For the reasons I've given above I uphold this complaint in part and tell Volkswagen Financial Services (UK) Limited to pay Miss R £250 to compensate her for the distress and inconvenience she's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 11 July 2022.

Phillip McMahon  
**Ombudsman**