

The complaint

Mr B complains that a car he acquired under a personal contract purchase agreement with Volkswagen Financial Services (UK) Limited ("VWFS") wasn't of satisfactory quality.

What happened

In December 2023 Mr B was supplied a second-hand car and entered into a personal contract purchase agreement with VWFS. At the point of supply the car was around four years old and had covered around 51,000 miles.

Mr B experienced some issues with the car, these included but not limited to, a smoky exhaust, missing wheel nuts, brake pads, alloy wheels and poor-quality repairs. The brake pads were replaced by a third-party garage and the supplying dealership covered these costs as a gesture of goodwill. In March 2023 the supplying dealership also carried out repair work and replaced the front wishbones and brushes. In May 2023 Mr B got in touch with the supplying dealership and said the previous repairs had failed and so he didn't think the car was of satisfactory quality.

Mr B complained to VWFS, and it issued its final response letter in May 2024. It didn't uphold the complaint; in summary it said the car at the point of supply was commensurate with the age and mileage of the vehicle and it didn't support Mr B's request to reject the car.

The complaint was referred to this Service, our Investigator looked into things and upheld the complaint. He said the car had some faults and he didn't think it was of satisfactory quality. He recommended Mr B was compensated for the distress and inconvenience and VWFS reimburse Mr B for any costs incurred relating to repairs of the wishbones and brushes. He didn't support rejection of the car and said repair was a more suitable form of redress. Mr B remained unhappy.

As a resolution couldn't be reached the complaint has been passed to me to decide.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of goods includes their general condition as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

I would expect a second-hand car, such as the one supplied to Mr B to have a degree of wear and tear and to require repairs more than a brand-new car. So, in order to uphold this complaint, I would need to be satisfied that there was a fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

I've reviewed all the available evidence about the issues which occurred with the car. Based on what I've seen, I'm satisfied that there was a fault with the car. I say this because there's no dispute that the supplying dealer carried out repair work to the wishbones and brushes. I also have invoices showing repairs to the wheel alignment carried out, pictures of damaged alloy wheels and Mr B's testimony to support this.

But just because there were faults, doesn't mean the car was of unsatisfactory quality. I've reviewed the available evidence to determine whether the car was of satisfactory quality when it was supplied to Mr B. There's no independent report here, so I've looked at all the other available evidence I've been provided.

I've considered the nature of the faults that have been complained of and I do think most of the issues are likely to be subject to wear and tear. There are some issues where the evidence is incomplete or inconclusive, so I've had to think about what's more likely, on balance, to have happened. Mr B complained of a smoky exhaust, I know the supplying dealer inspected the car following this being raised and it was unable to find a fault. I have no further evidence on this matter to consider and so I'm not persuaded there was an issue with the exhaust.

On the issue of the missing wheel nuts, I can see the car passed its MOT a month prior to Mr B acquiring it. A missing wheel nut is considered a major defect and Mr B has complained of several missing wheel nuts. A car with two or more missing wheel nuts is considered a dangerous defect and I don't think the car would've passed its MOT had there been missing wheel nuts. So, I'm satisfied it's more likely than not that the car was supplied with the wheel nuts.

I understand Mr B had the brake pads replaced but I consider these to be serviceable component parts of the car which are likely to require replacement due to general wear and tear. I'm also aware the cost of these repairs was covered as a goodwill gesture and so I won't say anything further about them here.

I've considered Mr B's complaint about the alloy wheels alongside the photographic evidence he's provided. VWFS confirmed Mr B's alloys had been refurbished prior to him acquiring the car which means they were re-painted after production. Unfortunately, Mr B's concerns appear to be due to non-adherence of paint following the refurbishment which has been blown off during valeting. The manufacturer has offered to repaint the alloys but has said it can't be certain how well the paint will take to the surface. Having considered this, I don't think it would be fair to expect VWFS to replace all four alloy wheels and I think the offer to repaint them is reasonable.

I'm satisfied most of the issues Mr B complains of are due to general wear and tear however I have persuasive evidence that repairs were carried to the front wishbones and brushes. I am also persuaded that these repairs failed as there's evidence the car was booked in at a later date to revisit these repairs in June 2024. These faults were initially reported within six months of Mr B acquiring the car and I've not seen anything from VWFS to suggest these faults were not present at the point of supply. I think it's fair and reasonable for VWFS to accept responsibility for these faults. Having said that, I am satisfied the faults have been rectified following further repairs in June 2024.

I do think Mr B's concerns are understandable and that he has suffered some distress and inconvenience including having to arrange for repairs on multiple occasions and having to follow up communication with regards to his complaint with several parties. To reflect this, I feel it is reasonable that VWFS should pay him £250 compensation.

I appreciate Mr B may be disappointed as he has indicated he wished to reject the car.

However, as the fault I considered deemed the car of unsatisfactory quality has now been satisfactorily repaired I feel it is more suitable that VWFS reimburse Mr B for the repairs he has had to pay in respect of the repairs undertaken.

My final decision

I uphold Mr B's complaint and I direct Volkswagen Financial Services (UK) Limited to pay:

- Mr B for the cost of repairs to the wishbone and brushes he has paid (if any).
- Pay 8% simple yearly interest on all refunded amounts from the date of payment until the date of settlement.
- Pay £250 for the distress and inconvenience caused due to the faulty goods.
- Remove any adverse information from Mr B's credit file in relation to the agreement (if applicable).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 May 2025.

Rajvinder Pnaiser
Ombudsman