DRN-5214076

The complaint

Mr M complains about the quality of a used car he acquired through a hire purchase agreement (HPA) financed by Volkswagen Financial Services (UK) Limited (VWFS).

What happened

In October 2023, Mr M acquired a used car through a HPA, financed by VWFS. The car was around four years and eight months old at the point of supply, the cash price was around £20,000 and it had 42,226 miles on the odometer.

Shortly after acquiring the car, Mr M raised concerns about issues with both the car's wheel alignment and the rear window demister. Responding to Mr M's complaint in February 2024, VWFS didn't uphold his complaint, however as a gesture of goodwill they offered Mr M £200 in resolution of his concerns, which he accepted.

Mr M experienced further issues with the car in May 2024 when it was established the service indicator was reading incorrectly as a result of it not having been previously reset. He was also informed the *'Coil Springs / Side Carriers'* needed replacing due to wear and tear during the car's MOT. Responding to this complaint, VWFS didn't uphold his concerns but offered Mr M another gesture of goodwill equal to the cost of the *'Coil Springs / Side Carriers'* repair, which he accepted.

In October 2024, Mr M booked the car in to a dealership for further concerns he had about the car to be investigated. He said in August 2024 the car's rear wiper spray stopped working and then in September 2024 a fault developed with the parking brake. The dealership also looked into an issue with the rear passenger window as Mr M said it opened but was failing to close.

In November 2024, VWFS gave Mr M their final response addressing the latest concerns. They didn't uphold his complaint saying the rear wiper wasn't working due to the washer jet being blocked. Due to the age of the car and the miles travelled, VWFS said this was wear and tear that could be reasonably expected, however the part was replaced without cost to Mr M.

VWFS also said they looked into the parking brake issue however, while the app was showing a fault code in error, no fault codes had been stored internally in the car and nor could a fault be found when the brake was tested. Finally, VWFS said they were unable to find a fault with the rear passenger window, but they had reset it in its frame regardless.

Mr M disagreed with VWFS's response, so he asked the Financial Ombudsman Service to investigate his complaint saying while the rear wiper and window issues were now sorted, the parking brake fault remained and continued to show on the app sometimes. Mr M further explained he wanted his unhappiness with the car to be looked at holistically, highlighting he'd now experienced seven or more issues with the car in just over 13 months of his ownership.

One of our Investigators looked into things, but he didn't think the new issues Mr M had experienced meant the car was of unsatisfactory quality at the point at which it was supplied to him.

Our Investigator explained, as the issues were unrelated to any previous faults, he needed to look at them on their own merits and he'd found no evidence to suggest they were present or developing at the point of sale. Because of this, he didn't think VWFS had done anything wrong by not allowing Mr M to reject the car.

Mr M remained unhappy, saying he understood the new issues weren't related to previous ones, but they were regarding the same car so the issues across all the complaints he'd raised should be taken into account. Because a resolution couldn't be reached, this complaint has come 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.

Having done so, while I know this will come as a disappointment to Mr M, I'm not upholding his complaint. I'll explain why.

First, as this complaint concerns the quality of goods, in this case a car, supplied through a HPA Mr M entered into, I'm satisfied this is a complaint we can consider.

To be considered satisfactory, the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and all other relevant factors such as the age and milage of the car at the time it was supplied.

As I previously explained, Mr M acquired a used car that was around four years and eight months old and had travelled 42,226 miles. The cash price of the car was around £20,000.

I'm satisfied a reasonable person would have the expectation that the quality of Mr M's used car would be less than that of a new car. I say this because a new car would cost considerably more, and all parts and mechanics would be new at the point of supply.

I need to consider if Mr M's car was of satisfactory quality or not. To do so, I must decide if the issues with the car Mr M now faces were inherent or developing at the point of supply, or if instead they are as a result of wear and tear. I'll address the issues below.

Before I do, I want to explain to Mr M that while I've not addressed any issues raised prior to those covered in VWFS's November 2024 final response in any detail here, I have thought about them when considering this complaint as a whole.

When looking at the new issues, those covered in the November 2024 final response, had I deemed any of those issues to have satisfied me the car wasn't of satisfactory quality when it was supplied to Mr M, it might've impacted what I asked VWFS to do to put things right. But I don't consider any of the new issues raised to mean the car was of unsatisfactory quality. I'll explain why.

<u>Rear wiper spray fault</u>

VWFS say the rear wiper spray was failing because a washer jet was blocked. This was replaced at no cost to Mr M.

But as I’ve set out, Mr M’s car was around 56 months old and had travelled 42,226 miles prior to it being supplied to him and it was around 66 months old when the issue occurred.

So, I think in any case, it’s reasonable to expect parts to fail due to general wear and tear on a car of this age but that doesn’t mean the issue was present or developing at the time it was supplied to Mr M.

I say this because I don’t think Mr M would have been able to drive the vehicle for ten months prior to the fault materialising sooner, had it already been developing at the time, so I don’t think VWFS need to do anything to put things right here.

Rear passenger window fault

VWFS say they weren’t able to locate any issue with the rear passenger window, but as part of their investigation, for good measure, the window was reset in its frame.

I’m satisfied there was no fault found here; I’ve seen nothing to persuade me otherwise.

Mr M has also since confirmed the issue to be sorted so I don’t think VWFS need to do anything to put things right here.

Parking brake fault

Mr M says on occasions the app on his mobile telephone shows a fault with the parking brake but having investigated the issue, VWFS say the car’s parking brake was functioning as expected.

VWFS say the car’s internal computer showed no fault codes stored and when inspected by their technician no fault could be found. Instead, VWFS say the fault code on the app is appearing in error.

I’m satisfied there is no fault with the car’s parking brake here. I say this because had the fault codes that appeared on the app been an indication of an actual fault, I think it’s more likely than not Mr M would have found warnings to have illuminated in the car and the car would have recorded these warnings.

Again, I’m satisfied there was no fault found here; I’ve seen nothing to persuade me otherwise, so I don’t think VWFS need to do anything to put things right here.

In summary, the only fault I’m satisfied was found when VWFS inspected the car was the issue with the rear wiper spray. And for the reasons I’ve already explained, I’m satisfied this fault wasn’t present or developing when the car was supplied to Mr M.

It follows, in relation to the concerns set out above, I’m satisfied the car was of satisfactory quality when supplied to Mr M and I won’t be asking VWFS to do anything to put things right.

My final decision

For the reasons I’ve given, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr M to accept or reject my decision before 10 September 2025.

Sean Pyke-Milne
Ombudsman