

The complaint

Mr W complains that Volvo Car Finance Services UK Limited (Volvo) wouldn't cover repairs caused by a tyre blowout either under warranty or under the maintenance plan in his finance agreement. He would like his costs refunded.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the 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.

Having done so I have come to the following conclusions: -

- Since Mr W put in his original complaint to us, he has further complained about end of hire charges. I understand Mr W is going to pursue a new complaint in respect of this issue either with an alternative dispute provider (ADR) or with us. So, I need to make it clear that in this decision I can only consider the issue of the tyre repairs.
- Mr W told us that when the tyre was replaced on his car after the blow out some debris was left behind. If that's the case I can understand his frustration that subsequent repair costs weren't covered. However, having looked at the invoice and diagnostics for the repair these state that the scraping sound from the car was 'traced to damage on the nearside front wheel arch due to tyre blow out causing distortion'. So, I am persuaded that the damage and subsequent costs incurred were due to the blow-out.
- I have looked at the terms and conditions of finance agreement Mr W signed. Normal wear and tear for tyres is covered under the maintenance plan within this agreement. Unfortunately, Volvo has confirmed that a blow out is classed as accident damage so wouldn't fall under normal wear and tear. So, unfortunately Mr W couldn't expect to have costs incurred by a blow out tyre refunded.
- In terms of Mr W's warranty agreement, he hasn't given us any details of this. However, I don't believe this forms part of his hire agreement so isn't something that Volvo is responsible for. If he hasn't done so already Mr W might want to contact the warranty provider to see if he can make any claim that way.
- The other issue Mr W isn't happy with is that he had to have repairs done by a Volvo franchised dealer. I appreciate his point that repairs might have been cheaper elsewhere. However, having looked at the agreement he signed this does state that repairs have to be carried out by a franchised dealer.
- Taking into account all of the information I have seen, I can't reasonably ask Volvo to refund Mr W's repair costs as I have no evidence such costs should be covered

under the agreement Mr W took out.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 March 2025.

Bridget Makins
Ombudsman