

The complaint

Miss H complains that the car she acquired through Volkswagen Financial Services (UK) Limited (“VFS”) wasn’t of satisfactory quality. She wants to reject the car and cancel the credit agreement.

What happened

Miss H entered a PCP agreement in June 2023 to acquire a used car. The cash price of the car was £14,543, and after taking account of the advanced payment, the balance was to be repaid over the 48-month term of the agreement. Miss H’s monthly rentals were £237.61, so if the agreement ran to its full term, the total repayable would be £18,523.78. At the time of acquisition, the car was five years old and had been driven just under 40,000 miles.

Miss H told us:

- She’s had a number of issues with the car including, but not limited to a rattling sound when the car went over bumps; a cracked wing mirror which was repaired; and it failed its June 2024 MOT because of issues with the front suspension arm ball joint;
- the car is pulling to the left when its driven and there’s been issues with the rear parking sensors;
- the car isn’t safe to drive, and she wants to reject it. She says VFS should pay her some compensation for supplying a faulty and dangerous car that she’s been driving for over a year.

VFS rejected this complaint. It said the car was serviced on the day it was supplied, and it also passed an MOT without any advisories the following day. It says a few weeks later carpet mats were supplied and fitted. VFS says Miss H raised a concern about a rattling noise which was addressed, and a crack in one of the wing mirrors was also repaired in September 2023.

VFS says the following year, in June 2024, the car failed its MOT because of an issue with the front lower suspension are ball being worn. This was replaced along with some rear bushes and the car passed its MOT test eight days later.

In rejecting this complaint, VFS says the cracked mirror was simply a cosmetic issue, and the other items that were repaired were a result of wear and tear; commensurate with a car of its age and mileage. VFS says there’s no evidence of the faults Miss H complains of; an ongoing rattle; issues with the parking sensors; and the car pulling to the left. It says in the absence of any evidence of these faults, or evidence that they were present or developing at the point of supply, it cannot uphold this complaint, and it won’t accept rejection of the car.

Our investigator looked at this complaint and said he didn’t think it should be upheld. He explained the relevance of the Consumer Rights Act 2015 (“CRA”) in the circumstances of this complaint and said that given the time Miss H had been in possession of the car, and the mileage she’d driven, he’d seen no evidence that these faults were present or developing at the point of supply.

He didn't dispute that Miss H had experienced issues with the car, but said that in view of its age, it was more likely than not that the faults she'd reported were simply a result of normal wear and tear. And without an independent report and diagnostics that set out evidence of the faults and their root cause, along with an opinion that they were present or developing at the point of supply, he could not uphold this complaint.

Miss H disagrees so the complaint comes to me to decide. She says the car isn't safe to drive, and the issues with it were present from the date of supply.

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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the PCP agreement entered into by Miss H is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. VFS is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car *supplied* to Miss H was of satisfactory quality or not.

VFS supplied Miss H with a used car – it was five years old and had been driven nearly 40,000 miles – so the price of the car was lower than it would've been if it had been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I don't think there's any dispute that Miss H has experienced problems with the car - that has been well evidenced by both her testimony and the other documents that I've seen. But just because Miss H has had problems with the car, and things have gone wrong, it doesn't necessary follow that the car supplied to Miss H wasn't of satisfactory quality.

VFS would only be responsible for putting things right if I'm satisfied that the issues Miss H complains about now were present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Miss H acquired it in June 2023. And I haven't seen anything, for example, an independent engineer's report, that shows me that faults with the car pulling to the left; the parking sensors; or the ongoing rattle were present or

developing when the car was supplied to Miss H, and that these issues are *not* commensurate with a car of this age and mileage.

Furthermore, I've also noted that the car passed its MOT when Miss H acquired it, and there's no mention of a fault, developing or otherwise, with these things - something that I would've expected had these faults been present at this time.

So, because of this, and in the absence of an independent engineer's report showing otherwise, then considering all the relevant circumstances, I can't hold VFS responsible for the problems Miss H now complains of.

I know Miss H will be disappointed with the outcome of her complaint, but I hope she understands why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 13 August 2025.

Andrew Macnamara
Ombudsman