

The complaint

Mr A is unhappy that a car supplied to him under a conditional sale agreement with Volvo Car Financial Services UK Limited was of an unsatisfactory quality.

What happened

In March 2024, Mr A was supplied with a car through a conditional sale agreement with Volvo. He paid an advance payment of £15,100 and the agreement was for £22,695 over 37 months; with 36 monthly payments of £211.81 and a final payment of £21,513.38.

Mr A said the car exhibited a number of faults – there was an issue with the charging, the infotainment system, and a third-party integrated navigation app. The software on the car was updated on a number of occasions, but Mr A said this didn't resolve the issues. So, he complained to Volvo who arranged for the car to be inspected by an independent engineer. This inspection took place on 19 August 2024, at which point it had done 3,567 miles.

The independent engineer road tested the car for three days, covering a total of 275 miles. After this test, they concluded there was no issue with the car charging, and that no issues were found with the infotainment system or any associated systems such as the lane assist or the reversing sensors. The engineer did identify an issue with the navigation app but said that this would need to be verified with the app retailer to determine whether this was a safety feature that prevented the driver from using the app while in control of the car.

Volvo didn't uphold Mr A's complaint, as they said there were no faults with the car. They did say that the car wasn't compatible with Mr A's energy tariff, which was the cause of some of the charging issues. They also said they were unable to take any action about the navigation app, as this was a third-party app, not something they supplied - Mr A would need to deal with the app supplier directly about this, and obtain any software update necessary. However, they did offer Mr A £150 for any distress and inconvenience he'd been caused.

Mr A was unhappy with Volvo's response, and he wanted to reject the car. So, he brought his complaint to the Financial Ombudsman Service for investigation. It's my understanding that, while this complaint was being investigated, Mr A has part-exchanged the car.

Our investigator didn't think there was any evidence of a fault with the car that made it of an unsatisfactory quality when it was supplied to Mr A. So, they didn't think Volvo needed to do anything more.

Mr A didn't agree with the investigator's opinion, and he provided an email from a local garage who said that Mr A had had problems with the car, particularly with the infotainment system. And this caused Mr A a large amount of stress. However, they also said that the third-party navigation app "*aggravated the operating systems*" and that the software updates "*sorted the issue*" but this took some time

The investigator considered this testimony, and explained why it didn't change their mind. So, Mr A asked for the matter to be passed to an ombudsman 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, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr A was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Volvo are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Volvo can show otherwise. So, if I thought the car was faulty when Mr A took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Volvo to put this right.

Based on the evidence I've seen, I'm satisfied that Mr A initially experienced problems with the car. However, the charging issue was down to the tariff Mr A had with his energy supplier, so this isn't something I can fairly hold Volvo responsible for.

There were issues present with the infotainment system, and these clearly caused Mr A some stress and inconvenience. However, as confirmed by the testimony Mr A provided, this was resolved with software updates, although this took some time. The CRA allows Volvo the right of repair, and I think it's reasonable that the software updates were allowed to take place.

The independent engineer has confirmed that there are no longer any issues with the infotainment system, and I've seen that Volvo offered Mr A £150 for the distress and inconvenience he'd suffered. Given the circumstances, I'm satisfied this was reasonable.

Finally, Mr A had issues with a third-party navigation app. And I've noted the testimony Mr A supplied to support his complaint indicated that this app may've caused some of the issues Mr A was having with the infotainment system. However, notwithstanding this, as this was an issue with a third-party app, and not something Volvo supplied, it also wouldn't be fair to hold them responsible for this.

As such, and while I appreciate this will come as a disappointment to Mr A, for the reasons given I'm satisfied that Volvo acted fairly and reasonably in the circumstances. So, I won't be asking them to do anything more.

My final decision

For the reasons explained, I don't uphold Mr A's complaint about Volvo Car Financial Services UK Limited.

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

Andrew Burford
Ombudsman