

The complaint

Mr C complains that a car that was supplied to him under a hire agreement with Volvo Car UK Limited wasn't of satisfactory quality.

What happened

A new car was supplied to Mr C under a hire agreement with Volvo Car in March 2022. Mr C had signed the hire agreement in November 2021 and had agreed to make 36 monthly hire payments of £679 to Volvo Car. Mr C says that one of the car's tyres was punctured in July 2022 and the manufacturer's assistance service arranged for the car to be towed to a manufacturer's dealer for a replacement tyre.

Mr C says that when he was preparing to return the car in March 2025 he became aware that the replacement tyre wasn't the correct size. He complained to Volvo Car about that and other issues. It didn't uphold his complaint and said that the manufacturer's dealer is a separate company from Volvo Car and it didn't accept liability in respect of any alleged action or inaction by the manufacturer's dealer.

Mr C wasn't satisfied with its response so complained to this service. He said that, as the mismatched tyres had compromised the safety and handling of the car for most of the lease term, he was seeking compensation for driving an unsafe car. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She wasn't persuaded that there was anything wrong with the car that Volvo Car supplied to Mr C so she didn't think that it had supplied him with a car which was of unsatisfactory quality. She said that the manufacturer's dealer is a separate business to Volvo Car and she can't find Volvo Car responsible for acts that happened after it supplied the car.

Mr C didn't accept the investigator's recommendation and has asked for an ombudsman to make a decision on his complaint. He says that the terms and conditions required him to have the car serviced and repaired only at authorised manufacturer's dealer and the incorrect replacement tyre was fitted by an authorised manufacturer's dealer so Volvo Car bears responsibility for the actions taken under the terms of its service network and customer assistance provision. He says that the car was returned under the terms of the agreement and the tyre error was corrected only after his intervention so it's reasonable to consider that the car wasn't of satisfactory quality during that time.

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.

Volvo Car, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr C. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr C was a new car and I consider that it was reasonable for him to expect that it would be free from even minor defects. I've seen no evidence to show that there was a defect with the car. The issue about which Mr C has

complained arises from a puncture and I've seen no evidence to show that the puncture was caused by a defect with the car. I consider a puncture to be a wear and tear issue on a car and I'm not persuaded that there's any evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr C.

Mr C says that the terms and conditions of the hire agreement required him to have the car serviced and repaired only at authorised manufacturer's dealer and that an authorised manufacturer's dealer fitted the wrong replacement tyre to his car. The manufacturer's dealers are separate legal entities to Volvo Car and I don't consider that Volvo Car would have any liability to Mr C for the manufacturer's dealer fitting the wrong tyre to his car. Mr C says that he became aware when he was preparing to return the car in March 2025 that the replacement tyre was an incorrect size. Volvo Car says that the car was booked for an MOT test with a manufacturer's dealer and the tyre issue was corrected by the manufacturer's dealer at that time. It also says that the car was collected from Mr C, as planned, later that month on the agreement end date.

Mr C says that the safety and handling of the car has been compromised because of the tyre issue and that he's seeking compensation of £3,395, which equates to a refund of five monthly hire payments, for having driven an unsafe car. Mr C didn't notice the tyre issue until he was preparing the car to return it and the issue wasn't noticed by him but was noticed by a professional valet service that he was using. Even if the tyre issue did affect the safety of the car, and I make no finding on that, Mr C's use and enjoyment of the car wasn't impacted by that issue. I'm not persuaded that any compensation is justified in these circumstances and I find that it wouldn't be fair or reasonable for me to require Volvo Car to take any action in response to Mr C's complaint.

My final decision

My decision is that I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 October 2025.

Jarrold Hastings
Ombudsman