

The complaint

Mr G complains that a new car he bought under a conditional sale agreement from Volvo Car Financial Services UK Limited (“VCFS”) is faulty.

What happened

In October 2024 Mr G entered into a three-year conditional sale agreement with VCFS. The car was priced at just under £50,000, of which Mr G was to pay around half under the finance agreement, at a little under £700 a month.

Within a few weeks of taking delivery of the car, Mr G reported problems with it. They were primarily linked to the car’s entertainment system and its connection with Mr G’s phone. They include:

- the Play Store app does not appear when the car is connected to Android Auto;
- the phone connection drops out;
- Mr G’s phone does not always charge correctly, even when connected to Android Auto;
- the volume control does not allow for front/rear fading, although that was a feature available on the test car he drove;
- the subwoofer control does not function;
- the combined volume and on/off control does not always work.

Mr G has said too that the car’s front collision warning activates occasionally, even though there is no hazard ahead. He initially experienced issues as well with the remote start and windscreen wipers, although they have been resolved.

Mr G contacted the dealership, which carried out a software update. That did not resolve things to Mr G’s satisfaction. He complained to the dealership, which said that VCFS was responsible for the car’s quality. VCFS suggested that the issues which Mr G had raised were not defects but were features; that is, the car was functioning as it was supposed to.

Mr G referred the matter to this service, where one of our investigators considered what had happened. She was not persuaded however that the car was not performing as intended. She commented that it was difficult to know from the evidence she had seen – primarily, Mr G’s own recordings – whether the car was causing the problems he described or whether they were down to his phone or third party apps.

Mr G did not accept the investigator’s assessment and asked that an ombudsman review the case. He noted that the investigator had not sought expert advice on the matter.

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.

I'll comment firstly on Mr G's observation that the investigator did not seek expert advice. As an informal service, we are not generally in a position to do so. In most cases where the claim is that goods are defective, including this one, the complainant is in a much better position to arrange for an inspection of goods, since they have possession of them. The investigator explained to Mr G that he could seek expert advice if he wished to do so, and that we would consider it. I have not however received any further evidence.

Under the Consumer Rights Act 2015 Mr G's contract with VCFS was to be read as including a term that the car would be of satisfactory quality. That means the quality a reasonable person would expect in all the circumstances. Since this was a new car, I would expect it to be free of defects and to operate exactly as intended. I include in that not only the car's mechanical functions, but also its entertainment and other "luxury" accessories.

The evidence which Mr G has been able to provide, however, is largely limited to videos he has provided of himself trying to operate various features. I don't mean that as a criticism of him or of the evidence. However, I do not believe that I can fairly conclude that the matters he has demonstrated are defects, especially in light of VCFS's submission that the car is operating as it should. In saying that, I note as well that Mr G has said that he has owned several cars of the same make in the past – suggesting he is familiar with their controls and features. But I cannot rule out the possibility that some features and operations have been changed by the manufacturer.

I do not believe therefore that I can fairly say that the car was not of satisfactory quality or that it is not operating as it should. I understand that the dealership will provide software updates, which may help Mr G. It is possible as well that Mr G has the benefit of a manufacturer's warranty.

My final decision

For these reasons, my final decision is that I do not uphold Mr G's complaint.

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

Mike Ingram
Ombudsman