DRN-5772320

The complaint

Mr W is unhappy with the quality of a car financed by a conditional sale agreement from Volvo Car Financial Services UK Limited.

What happened

In March 2025, Mr W entered into a conditional sale agreement with Volvo for a brand new car. The cash price was £42,120.

The same day Mr W collected the car he reported a noise when breaking. This noise continued to occur intermittently. Soon after, the dealership investigated the noise and were unable to diagnose it. The manufacturer also looked into what was happening and said the noise was a characteristic of the car when regeneration breaking was used.

Mr W felt the noise made the car of unsatisfactory quality and asked to reject it. He also raised a complaint to Volvo. They investigated his concerns and said they would like to arrange an independent report to investigate what was happening with the noise. Mr W wanted to accompany the independent inspector during the test drive, but Volvo couldn't guarantee this. So, Mr W refused for an independent inspection to be carried out.

Volvo issued their final response to Mr W's complaint. They said as they were unable to carry out an independent inspection about the problems Mr W's car was having, there was nothing further they could do.

Unhappy with this response, Mr W brought his complaint to our service. One of our investigators looked into things and said Volvo had acted reasonably in trying to arrange a report. As Mr W didn't agree for this to be carried out, they didn't think Volvo needed to do anything further.

After the view, Mr W got in touch and said another dealership had shown him an internal bulletin suggesting the noise whilst breaking was a known fault. Our investigator asked Volvo for more information about this and was sent a technical journal document. After reviewing this, their opinion on the case remained unchanged.

Dissatisfied, Mr W asked for an Ombudsman to review his case, so it has been passed to me for a 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.

Mr W acquired his car using a conditional sale agreement and so The Consumer Rights Act 2015 ("CRA") is a relevant legislation for this complaint. The CRA sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Section 9 of the CRA says that goods are of satisfactory quality if they meet the standard that a reasonable person would consider satisfactory. When considering the quality of a car, the age, mileage and price are things that need to be taken into account.

There is no dispute that there is a noise that periodically occurs with Mr W's car when he breaks. The manufacturer has said the sound is a characteristic of the car, but Mr W disagreed and feels the noise constitutes a fault.

The CRA only allows a rejection of a car if an issue makes it of unsatisfactory quality at the point of sale.

I don't think the manufacturer saying the noise is a characteristic of the car means a reasonable person would say it was of satisfactory quality under the CRA. So, I can understand why Volvo wanted to investigate the noise further and I think they acted reasonably in trying to arrange an independent inspection to do this.

While I can understand that Mr W wanted to be present during the test drive for the independent inspection, I don't think Volvo was unreasonable in leaving that decision to the inspector. The inspection is independent and carried out by an expert, so I can understand why Volvo felt that the decision on whether Mr W could be present, should be left in their hands.

I've also considered the contents of the technical journal supplied by the manufacturer. The circumstances for the car making a noise in the journal is different to the circumstances when Mr W's car makes a noise, and so it doesn't change my opinion on this case.

And so, because I don't think Volvo were wrong in wanting an independent inspection carrying out, I don't think they've acted unreasonably.

My final decision

My final decision is that I don't uphold this complaint and so don't require Volvo Car Financial Services UK Limited to do anything further here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 2 October 2025.

Ami Bains
Ombudsman