

The complaint

Mr C complains that a car acquired under a conditional sale agreement with Volvo Car Financial Services UK Limited ('Volvo Car FS').

What happened

In November 2024 Mr C was supplied with a brand-new car through a conditional sale agreement with Volvo Car FS. The agreement was for 36 months, and the cash price was £36,810.

Soon after acquiring the car Mr C experienced problems. Repairs were undertaken by the supplying dealership in April 2025 but shortly after Mr C says the same issue occurred. The car underwent a software update, and the car seemed to work as it should. But following this Mr C says he no longer felt the car was reliable and decided to sell the car and settle the agreement.

In May 2025 Mr C complained to Volvo Car FS in relation to a fault with the battery. Volvo Car FS investigated Mr C's concerns and said it didn't support rejection as the vehicle had undergone repairs which were successful. However, it did acknowledge Mr C would've suffered some distress and inconvenience and paid £150 compensation.

Our Investigator looked into the complaint but didn't uphold it for similar reasons to that of Volvo Car FS. In short, she said although there were some faults with the car, repairs were successful and so she didn't think Volvo Car FS needed to take any action to put things right.

As an agreement couldn't be reached the complaint has been passed to me 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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr C, but I will explain my reasons below.

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 good industry practice at the time.

The conditional sale agreement entered by Mr C is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. Volvo Car FS is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr C entered. Because Volvo Car FS supplied the car under a conditional sale agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory

quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr C's case the car was acquired new, so I think it's fair to say that a reasonable person would expect the level of quality to be higher than a used or more road worn car. And that it would be free from defects for a considerable amount of time.

Under the Consumer Rights Act 2015, where a fault occurs in the first six months of the point of supply, it's assumed that the fault was present or developing at the point of supply and its generally up to the business to put things right. The business is allowed one opportunity to repair the fault. If the repair isn't successful, the consumer can reject the car.

There appears to be little or no dispute that there was a problem with the car's battery very soon after Mr C acquired the car. I say this because I've seen a copy of the job card in April 2025, it says: *'battery critically low take jump pack to customer and bring vehicle in'*. Mr C says the same issue occurred in May 2025 and the vehicle underwent a software update which rectified the problem.

I would like to point out I have very little information or evidence to consider in regard to the problems occurring in May 2025. But by way of Volvo Car FS system notes Mr C has been consistent with his testimony and the supplying dealership hasn't disagreed that the car went in for the battery to be recharged and for a software update to take place. And as I said above, as Mr C lost faith in the car's reliability he went on to sell the car and settle the agreement so there's no way of knowing if the fault persists.

Based on what I've seen I'm satisfied Mr C experienced some issues with the car. But just because there are issues with a car doesn't automatically mean the car wasn't of satisfactory quality when it was supplied. Under the relevant legislation the business is allowed one opportunity to repair any faults. And in this case, I can see that the supplying dealer has carried out repairs. I haven't seen any evidence to suggest that these repairs weren't successful.

I understand Mr C has pointed out that Volvo Car FS was afforded more than one opportunity to repair but I haven't seen anything to suggest Mr C requested to reject the car on the basis that repairs had failed. To my understanding and from the information I have at the point of requesting rejection the car was fault free. As the issues Mr C experienced were fully rectified within a reasonable time and the car was fault free the right to reject would no longer apply.

Based on what I've seen, the car wasn't of unsatisfactory quality at the point of supply.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 October 2025.

Rajvinder Pnaiser
Ombudsman