

The complaint

Mr C complains the car he acquired financed through a hire purchase agreement with Volkswagen Financial Services (UK) Limited (“VWFS”) wasn’t of satisfactory quality.

Mr C is represented in this complaint. However, for the sake of simplicity in this decision I have referred to all of the submissions from Mr C’s representative as being made by Mr C.

What happened

On 11 November 2022 Mr C acquired a used car finance through a hire purchase agreement with VWFS. He said very soon after receiving the car the AdBlue system needed maintenance which was carried out by the supplying dealer. Mr C has said since then there have been further problems including issues related to injection spill pipe, fan belt, replacement fuel tank and the car going into limp mode. He raised a complaint with VWFS.

In its final response VWFS did not uphold the complaint. It said that maintenance was performed on the AdBlue system in December 2022 and there have been no subsequent reported problems. Mr C didn’t agree and brought his complaint to this service.

Our investigator concluded that the car was of satisfactory quality when supplied. Mr C didn’t agree and asked for a decision from an ombudsman..

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 realise this will come as a disappointment to Mr C but having done so I won’t be asking VWFS to do anything further for the reasons I’ve outlined below.

I trust Mr C won’t take it as a discourtesy that I’ve condensed the complaint in the way that I have. Ours is an informal dispute resolution service, and I’ve concentrated on what I consider to be the crux of the complaint. Although I’ve read and considered the whole file, I’ll keep my comments to what I think is relevant. If I don’t comment on any specific point, it’s not because I’ve not considered it but because I don’t think I need to comment on it to reach the right outcome.

In considering what is fair and reasonable I need to have regard to the relevant law and regulations, regulator’s rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time. Mr C’s hire purchase agreement is a regulated consumer agreement and as such this service can consider complaints relating to it.

VWFS, as the supplier of the car, was responsible for ensuring 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 several factors, including the age and mileage of the car and the price that was paid for it. The car was about three and a half years old, had been driven for 35,513 miles

and had a price of £30,970. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on several factors.

I'm persuaded there is a fault with the car. I say this because I've seen a copy of a job estimate from a third-party garage dated 20 December 2024 which itemises several problems including underlying fuel faults, AdBlue faults and DPF related faults. The repairs are estimated to be approximately £8,500. Mr C has also provided invoices and job sheets for previous repair work including on the AdBlue system shortly after he acquired the car, as well as repairs to the fan belt, injection spill pipe and replacement fuel tank.

The fault with the AdBlue system occurred within weeks of Mr C acquiring the car and this was fixed by the supplying dealership on or around 17 December 2022. It's reasonable to say that this fault was likely present or developing when Mr C acquired the car and the dealership had the opportunity to repair it.

If I am to decide the car wasn't of satisfactory quality I must be persuaded faults were present at the point of supply. Faults that developed afterwards are not relevant, moreover even if the faults reported were present at the point of supply this will not necessarily mean the car wasn't of satisfactory quality. This is because a second-hand car might be expected to have faults related to reasonable wear and tear.

I've looked at the job sheets and estimates and evidence provided by Mr C. These include:

- 13 December 2022 - mileage 36,827 – investigate AdBlue fault.
Repaired by dealership. In response to our investigator the garage who carried out the repair said: *"We updated software etc which resolved the fault. We have had no report since of any AdBlue fault. We have had the vehicle back twice since then for service work (job cards attached). No report of any AdBlue or starting fault was made."*
- 20 June 2023 - invoice states the car was in limp mode – no fault codes were discovered.
There doesn't appear to be any diagnostic evidence of what the problem was.
- 14 September 2023 – service.
- 6 October 2023 – MOT, mileage 46,456, advisories related to tyres and brakes.
This MOT was almost a year after Mr C acquired the car so advisories related to tyres and brakes would be reasonable after driving nearly 10,000 miles.
- 16 February 2024 - repairs included injection spill pipe – 51372 miles.
Spill pipes are subject to wear and tear so it's reasonable this may need to be repaired.
- 17 February 2024 - the car was recovered.
- 21 February 2024 - repairs included fan belt and cleaning fuel return pipe - mileage 51,440.
- 6 March 2024 - replacement of fuel tank
I can see that Mr C ordered a second-hand fuel tank in February 2024. I've not seen any diagnostic evidence of why the fuel tank needed to be replaced and whether any fault was present or developing at the point of sale.
- 11 July 2024 - Service
- 12 October 2024 – MOT, mileage 57,865, no advisories
- 16 October 2024 - car in limp mode - no codes noted other than change a lightbulb.
- 12 December 2024 -
 - N/S/R tyre requires replacement, rear washer isn't working, N/S/R reverse lamp not working, pre-sense informs of faultThe above faults appear to be related to reasonable wear and tear

- AdBlue faults
- DPF faults
- Underlying fuel faults

Without full diagnosis of what has caused the above faults I don't know if they are related to previous problems and there is no information provided which indicates that they were present or developing at the point of sale. It may be they are related to the previous issue with the fuel tank. Mr C had the fuel tank replaced without liaising with VWFS. So it was unaware of repairs taking place and cannot reasonably be held responsible for any failed repair.

While I can see Mr C has experienced a few faults with the car I haven't seen the evidence that the faults were present or developing at the point of sale. Or that they weren't as a result of reasonable wear and tear. Mr C said in response to our investigator's view that no matter how much evidence he provides that the car was faulty and has been since the date of purchase it doesn't seem to be enough.

I'm not disputing the car is faulty. But in order for me to hold VWFS responsible for any faults, as I mentioned above, I need to be persuaded that the faults were present or developing at the point of sale and weren't as a result of reasonable wear and tear. And I haven't seen the evidence to persuade me nor have I seen any evidence Mr C raised the issues with VWFS previously. Mr C has said he's had continuing issues with the AdBlue system. I can see the garage looked at this in the first few weeks Mr C had the car and after the garage updated software it said no further issues were reported to it despite it seeing the car for another two services. Mr C has said he wants somebody to test drive the car to continue with the investigation. But I can see the car has been checked at least twice regarding limp mode with no diagnosis. And the most recent estimate is not specific about what the faults are and what's caused them.

Mr C has driven the car over 21,000 miles in two years. This is above average mileage. VWFS was required to supply goods of satisfactory quality at the point of sale but it's reasonable to expect things to go wrong through wear and tear when the car is in full use. I'm sympathetic to the fact this isn't the news Mr C would like but I'm persuaded the car was of satisfactory quality when supplied so I won't be asking VWFS to do anything further.

My final decision

My final decision is that I don't uphold this 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.

Maxine Sutton
Ombudsman