

## **The complaint**

Mr H complains that a car he acquired through a hire purchase agreement with Volkswagen Financial Services (UK) Limited ('VW') was of unsatisfactory quality.

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

VW supplied Mr H with a car on hire purchase in March 2024. The car had done around 30,000 miles; it was almost three years old with a cash price of £25,399.

The car experienced some problems with the gearbox light, tyre pressure sensor and an oil leak, all of which was repaired under warranty. Mr H says in November 2024 he experienced further problems which he complained about to VW in December 2024.

Mr H said he noticed moisture inside the car and found water in the boot. It issued its final response in February 2025, in short it didn't think the car was of unsatisfactory quality. It said it was not willing to support rejection as it didn't think the issues complained of now were connected to the previous repairs undertaken. Subsequently Mr H sold the vehicle due to the issues he was experiencing.

Our Investigator looked into things but didn't uphold the complaint for similar reasons. He didn't think the water ingress was developing or present at the point of supply and so he didn't think the car was of unsatisfactory quality.

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 H, but I will explain my reasons below.

I'd firstly like to clarify that my consideration of this complaint extends only to the issues with the car relating to water ingress and mould. These are the issues our Investigator considered and that all parties accepted as issues that can be included within this complaint.

The hire purchase agreement entered by Mr H is a regulated consumer credit agreement and this Service can consider complaints relating to it. VW 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 H entered. Because VW supplied the car under a hire purchase 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 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 H's case the car had covered approximately 30,000 miles and was almost three years old when he acquired it. So, I'd have different expectations of it compared to a brand-new car.

The car had travelled a reasonable distance, and it is fair to expect there to be some wear to it because of this use. As with any vehicle, there is an expectation there will be ongoing maintenance and upkeep costs. And with second-hand vehicles, it is more likely parts will need to be replaced sooner or be worn faster than with a brand-new vehicle. VW would not be responsible for anything that was due to normal wear and tear whilst in Mr H's possession.

It isn't in dispute that there's faults with the car, at the point Mr H encountered further issues he had the car for almost nine months and covered around 7,000 miles. But just because the car requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a car will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. I've not seen anything to persuade me that the faults which Mr H complains of now, materialised prematurely or the car was not reasonably durable given its age and mileage.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless VW can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr H to show it was present when the car was supplied.

I've reviewed the photographs provided by Mr H and they do show some water present in the vehicle. However, I don't have any evidence to establish what caused this to occur. There's also no further supporting information – for example, an independent inspection – to confirm that the water ingress was anything other than ordinary condensation.

I would also expect that, had there been clear signs of water ingress or mould, these would have been identified much earlier. As mentioned above, the car underwent repairs for unrelated issues in July 2024. If the water ingress or mould had been present or developing at the point of supply, I think it's likely that Mr H would have raised these concerns much sooner than he eventually did.

Due to the minimal evidence available, I'm unable to confirm that the issue with water ingress was present or developing at the point of sale. There's nothing to suggest it was a pre-existing fault rather than something that arose later.

In any event, this type of issue is more commonly associated with general wear and tear over time. Seals, gaskets and drainage channels naturally deteriorate through regular use and exposure to the elements, which can lead to water ingress. This makes it more likely that the problem developed as part of the vehicle's normal ageing process rather than being

attributable to a fault present at the time of purchase.

Mr H has since sold the car and so an inspection isn't possible. Having considered all the evidence, I'm not persuaded that the car supplied to Mr H was of unsatisfactory quality in relation to the issues he raised which I have considered. So, I won't be upholding Mr H's complaint.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 October 2025.

Rajvinder Pnaiser  
**Ombudsman**