

The complaint

Ms R complains that Volvo Car UK Limited trading as UK Automotive Solutions Limited misrepresented a subscription finance agreement.

What happened

In March 2023 Ms R was supplied with a car and entered into a subscription finance agreement with Volvo. At the time of taking out the subscription, Ms R believed that an annual service was included, based on information she'd seen on the Volvo website.

When Ms R tried to book the car in for a service, she was advised that servicing wasn't included.

Ms R complained to Volvo. She attached a screenshot of the information she'd seen on their website which she said had influenced her decision to have subscription finance.

Volvo didn't uphold the complaint. It said that Ms R had ordered a fixed subscription which didn't include a service plan.

Ms R remained unhappy and brought her complaint to this service. She wants Volvo to cover the cost of servicing for the duration of the agreement.

Our investigator didn't uphold the complaint. He said he hadn't seen any evidence that there was a service plan included with Ms R's subscription.

Ms R didn't agree. She said that Volvo's website clearly stated that servicing was included with a subscription and that by failing to highlight that this only applied to fully electric vehicles, Volvo had misrepresented the subscription. Ms R also said that the salesperson at the Volvo dealership had told her that servicing and maintenance were included in the subscription.

Because Ms R didn't agree I've been asked to review the complaint.

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 know it will disappoint Ms R, but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a particular point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I've reviewed the subscription contract between Volvo and Ms R. I can't see anything to suggest that a service plan is included.

The order specification document shows that Ms R placed an order for a fixed subscription, which doesn't include a service plan. The final response from Volvo states that there is a difference between a fixed and flex subscription, with the fixed subscription not including a service plan.

Ms R has said that the salesperson at the dealership told her that servicing and maintenance was included in the subscription. I'm unable to comment on what the salesperson said to Ms R and there aren't any notes of the conversation. In these circumstances, I have to look at the contemporaneous documentation to decide what's most likely to have happened. In this case, as I've said above, the order specification document shows that the order that was placed by Ms R (or placed on her behalf) was for a fixed subscription which doesn't include a service plan.

I've reviewed the website screenshot provided by Ms R, which is titled "What is included with a car subscription" and includes service plan plus. The website layout has changed since Ms R looked at it, so I can't be certain of exactly what Ms R would've seen.

Volvo has explained that in order to have a service plan, Ms R (or whoever was placing the order) would've had to click on the link and select the service plan from the different types of service plan on offer. Volvo has stated that no service plan was selected at checkout when the order was placed for Ms R's vehicle.

I appreciate that Ms R will be disappointed by my decision but on the basis of the available evidence, I'm unable to conclude that Volvo has made an error and I haven't seen enough to persuade me that there's been a misrepresentation.

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 Ms R to accept or reject my decision before 13 November 2025.

Emma Davy
Ombudsman