

## **The complaint**

Mr D complains that Volkswagen Financial Services (UK) Limited trading as Audi Financial Services (“AFS”) refused his request to reject a car.

## **What happened**

In January 2024 Mr D acquired a new electric car at a cost of £52,985, funded in part by a hire purchase agreement with AFS. In October 2024 Mr D says he emailed the dealer and he expressed his concern with various aspects of the car. Following a meeting he sent another email on 22 November saying he had not heard about the agreed booking to check the car.

In February 2025 Mr D also contacted AFS and said he had encountered the following issues:

### **Software Problems:**

- Frequent system crashes and unresponsive infotainment system.
- Slow and unreliable navigation system.
- Glitches in Apple CarPlay and Android Auto, often disconnecting without reason.
- Random resets of driver settings and profiles.
- Delayed or malfunctioning driver assistance features.

### **2. Charging & Battery Issues:**

- Inconsistent charging speeds, even with high-powered chargers.
- Unexpected drops in range without any clear cause.
- Battery management system failing to optimize efficiency.
- Charging port malfunctions, making it difficult to establish a connection.

### **3. Mechanical & Build Quality Issues:**

- Creaking and rattling noises from the dashboard and doors.
- Inconsistent braking performance and regenerative braking behaving unpredictably.

### **4. Customer Support & Service Challenges:**

- Long waiting times for service appointments.

- Lack of proper fixes for recurring issues despite multiple visits to the dealership.
- No clear communication from Audi regarding known issues and software updates.

## 5. Critical Failure — Complete Vehicle Shutdown

AFS said that Audi Assist had been called and the car had been recovered and after a thorough investigation it identified an issue with the charger. A new charger was fitted in March and tests were carried out and the fault codes cleared.

Mr D was given a courtesy car. AFS said it tried to encourage Mr D to liaise with the dealer. It offered him £126.50 being 50% of one monthly rental to reflect the time he had been without the car and £200 for any distress and inconvenience he may have suffered. Mr D rejected this offer and brought his complaint to this service.

The complaint was considered by one of our investigators who didn't recommend it be upheld. She obtained the job card from the dealer and it also confirmed that the car had not been seen on any other occasion by any main dealer apart from those referred to above. She noted the issue lay with the charger and had not arisen until almost a year after purchase and over 8,000 miles had been covered. She said that the car had been repaired under warranty and she didn't think it wasn't of satisfactory quality.

Mr D didn't agree and said this service had upheld complaints similar to his and to a case study we had published. He said the Motor Ombudsman data showed EV software malfunctions were the most common complaints. He said that the warranty was separate from his consumer rights and he had the right to reject after one attempt at repair. He believed he was entitled to greater compensation, but he wanted the car to be replaced, or he be given a refund of the purchase price, or compensation of £5,000.

## 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.

When the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mr D that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Firstly, I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Mr D entered a credit agreement for a vehicle and it turns out something he was told about the agreement by the credit broker,

which induced him into entering the contract, was false, the broker can be held responsible for the actions of the broker under certain circumstances.

The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The right to a refund is set out in sections 20-22 of CRA 2015. A consumer is entitled to a full refund if the goods are faulty, not as described, or not fit for purpose within the first 30 days of purchase. This right exists regardless of whether the consumer can prove the defect was present at the time of purchase.

If a defect becomes apparent after 30 days but within six months, the consumer still has the right to a refund if the goods cannot be repaired or replaced to a satisfactory standard. In this case, the onus is on the trader to prove that the goods were not defective when sold. After six months, the burden of proof shifts to the consumer, who must demonstrate that the fault was present at the time of purchase. If the goods are used for a long period, the right to a refund may be restricted or reduced, especially in the case of a motor vehicle.

Mr D did not contact the dealer or AFS until after six months had elapsed and so the onus is on him to demonstrate the fault was present at the point of sale. And the dealer had the right to repair which it has done. I appreciate Mr D may be unhappy with his purchase and it is clear there was a fault which developed at some point, but this has been addressed. I appreciate that Mr D says the repairs did not resolve the broader software issues or restore his trust in and enjoyment of the car. If that is the case then I would suggest he allows the dealer to address those issues. I appreciate that may not change how he feels about the car, but it may deal with further issues the car may have developed, if any.

The decisions made by this service do not set precedent and each complaint is decided on its own merits. In any event the facts in the cases referenced by Mr D and the case study are all significantly different from those Mr D encountered.

As for the compensation offered by AFS I consider this to be reasonable. It offered to cover his regular payment for the period he was without his car despite a courtesy car being provided and an additional £200 for distress and inconvenience. I appreciate Mr D has rejected this offer, but I trust AFS will honour it if he changes his mind.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 November 2025.

Ivor Graham  
**Ombudsman**