

The complaint

Mr M complains about a car supplied under a hire purchase agreement, provided by Volkswagen Financial Services (UK) Limited trading as Audi Financial Services ('VWFS').

What happened

Around December 2021 Mr M acquired a new car under a hire purchase agreement with VWFS. The car is listed with a cash price of £34,250. Mr M paid a deposit of £5,960.84

Unfortunately, Mr M says the car developed issues. The car had a new gearbox, which was replaced around October 2024.

Mr M explains since then, the car is juddering, "*slipping*" and a "*sliding noise*" is coming from the engine. Mr M says this meant the repair failed.

Mr M complained to VWFS at the end of January 2025. It didn't issue a final response to the complaint.

Mr M remained unhappy and referred the complaint to our service in March 2025. He said the car needed a new clutch.

VWFS contacted our service and explained it didn't believe Mr M had taken the car to a retailer for a diagnosis. It asked for Mr M to do so, in order to respond further to the complaint.

Mr M then told our service he wished to reject the car. He said it had remained unused since October 2024.

Our investigator issued a view and didn't uphold the complaint. They said, in summary, that Mr M hadn't provided any evidence that the car had a fault with it.

Mr M disagreed. He said, in summary, that he'd provided evidence of the work that was now required on the car. He also mentioned there was clear evidence on the internet that VWFS hadn't been communicating with consumers or resolving complaints.

As Mr M remained unhappy, the complaint was 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 do not think this complaint should be upheld. I'll explain why.

Firstly, I'd like to explain to both parties that I might not mention every point raised in this decision. I want to reassure Mr M and VWFS that I've carefully considered all of the testimony and information on this case. But I'm going to summarise things and focus my decision on what I think are the key facts and the crux of this complaint. This reflects the

informal nature of our service.

Both parties should also note this decision *only* specifically addresses events that took place following the previous repair to the gearbox. And it only considers the satisfactory quality of the car.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – VWFS here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.

What I need to consider in this case is whether I think Mr M's car was of satisfactory quality or not, following the gearbox being replaced. The first thing I need to decide is whether it's likely Mr M's car had a fault with it, specifically in relation to the clutch.

I've seen an email from a manufacturer's garage from March 2025. This gives a price for a clutch replacement of £4,709. A follow up email details specifically what the work would involve. I've thought about this, but neither email states Mr M's car actually *needs* a new clutch, nor mentions any fault.

VWFS also commented on this explaining:

"The customer provided a proforma invoice dated 10 March 2025 for clutch replacement (£4,709), but the vehicle has never been inspected or diagnosed by a retailer. (Dealer) confirmed that the customer has not brought the vehicle in for inspection. The invoice was generic quote issued by a centralised bookings team and not based on a physical assessment of the vehicle."

Thinking about this, I'm not persuaded these emails show any fault with the car.

I've carefully thought about everything Mr M said about the fault and the way the car is behaving. But, aside from his testimony and the emails above, he's not provided any other evidence.

Taking everything into account, I've not seen enough to persuade me on balance that there is a fault with the clutch on Mr M's car. It follows that I find it is likely of satisfactory quality following the gearbox replacement.

I'd like to reassure Mr M once again that I've carefully considered everything he said, including his recent response where he mentioned VWFS' general conduct. But I need to consider what happened in this specific case. So, this doesn't change my opinion.

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 M to accept or reject my decision before 26 November 2025.

John Bower

Ombudsman