

## **The complaint**

Miss D complains that a car that was supplied to her under a hire purchase agreement with Volkswagen Financial Services (UK) Limited, trading as Audi Financial Services, wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Miss D under a hire purchase agreement with Audi Financial Services that she signed in November 2023. The price of the car was £15,993, Miss D made an advance payment of £784.94 and she agreed to make 47 monthly payments of £291.44 and a final payment of £7,315 to Audi Financial Services.

There were issues with the car in December 2023 and April and September 2024 that were repaired by the dealer under a warranty that had been provided on the car. Miss D paid £363 in February 2025 for the battery monitoring control module to be replaced but the car then broke down and was recovered to a manufacturer's dealer and issues were identified with it. Miss D was told that the required repairs weren't covered under the warranty so she complained to Audi Financial Services and said that she wanted to reject the car.

Audi Financial Services hadn't provided a substantive response to that complaint so Miss D referred her complaint to this service. Audi Financial Services responded to Miss D's complaint in July 2025 and upheld it as it said that there had been confirmed faults with the car that had been repaired under the warranty. To recognise the loss of enjoyment, distress and inconvenience she'd experienced it offered her £800, which it said was the equivalent of 50% of the four monthly payments made during the warranty repairs, rounded up, plus an additional £200 as a gesture of goodwill.

Miss D didn't accept that offer so her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She accepted that Miss D was likely provided with a car which wasn't of satisfactory quality, but the necessary repairs had been carried out and she said that there wasn't any persuasive evidence that the repairs hadn't been carried out.

Audi Financial Services then offered to reimburse Miss D for the cost of the February 2025 repairs. The investigator said that its offer to pay Miss D £363 to reimburse her for the February 2025 repairs and £800 for her distress, inconvenience and loss of use and enjoyment was a fair outcome. Miss D didn't accept the investigator's recommendation and has asked for an ombudsman to review her complaint. She says that the car is still undriveable and is parked at her home, so she wants to reject it.

## **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.

Audi Financial Services, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss D. Whether or not it was of satisfactory

quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss D was first registered in December 2017, so was nearly six years old, the hire purchase agreement shows that its mileage was 60,123 miles and the price of the car was £15,993. 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 a number of factors.

There doesn't seem to be any dispute that there have been issues with the car and it was repaired by the dealer under warranty in December 2023 and April and September 2024. The car passed an MOT test, with an advisory about a tyre, in September 2024, when its mileage was recorded as 69,265 miles. I consider it to be more likely than not that there were faults with the car that were present or developing when it was supplied to Miss D and that those faults caused it not to have been of satisfactory quality at that time. The faults were repaired and between November 2023, when the car was supplied to Miss D, and the September 2024 MOT test, the car was driven for more than 9,000 miles. I consider that the repairs to the car were an appropriate remedy for the faults with it.

Miss D says that there were further faults with the car in February 2025 and that she paid £363 for the car to be repaired. A vehicle health check was conducted on the car by a manufacturer's dealer in March 2025, after it had been repaired. The car's mileage is recorded as 71,934 miles and the check says that the injector seals and rail bolts had been replaced and the only issues with the car were a chipped windscreen, worn rear brake pads and a missing locking wheel nut.

Miss D says that the car is still undriveable and is parked at her home, but she's provided no further evidence about and any faults with the car. The investigator said that, if Miss D believed that the repairs hadn't been carried out successfully, she would need to provide evidence that that was the case in the form of an independent inspection report or comments from a suitably qualified engineer which confirm that there is something wrong with the car and what it is. Miss D hasn't provided any such evidence.

I'm not persuaded that there's enough evidence to show that there are now any faults with the car that were present or developing when the car was supplied to Miss D and which caused the car not to have been of satisfactory quality at that time. Audi Financial Services has offered to reimburse Miss D for the £363 that she paid for repairs to the car in February 2025 and to pay her £800 for the distress, inconvenience and loss of use and enjoyment that she's experienced. I consider that offer to be fair and reasonable in these circumstances. If Miss D now wants to accept that offer, she should contact Audi Financial Services.

I've carefully considered all that Miss D has said and provided about her complaint, but I'm not persuaded that Audi Financial Services has acted incorrectly. I find that it wouldn't be fair or reasonable in these circumstances for me to require Audi Financial Services to allow Miss D to reject the car or to take any other action in response to her complaint.

### **My final decision**

My decision is that I don't uphold Miss D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 10 December 2025.

Jarrod Hastings  
**Ombudsman**