

## The complaint

Mrs S is complaining that Volkswagen Financial Services (UK) Limited ('VWFS') won't allow a car to be rejected, after a fault was identified with the charging unit and needed to be replaced.

## What happened

Around December 2024 Mrs S entered into a hire purchase agreement with VWFS to acquire a used electric car. The car is listed with a cash price of £18,595, was coming up to two years old and had covered around 11,426 miles.

In April 2025, Mrs S says the car failed to charge. After an inspection, the charging unit was replaced under warranty.

The car was returned to Mrs S, but she said she had had lost confidence in the car's reliability.

Mrs S complained to VWFS and asked to reject the car. She also said she was waiting for a courtesy car for several days when hers was repaired.

VWFS issued a final response in August 2025. It upheld the complaint and acknowledged there was a fault with the car. But it said Mrs S couldn't reject it, as repairs were completed. VWFS offered £250 as a goodwill gesture for the 'disappointment and inconvenience'.

VWFS also acknowledged Mrs S had a change in personal circumstances and noted that their support team would be in touch to help. It detailed the options available to Mrs S to end the agreement.

Mrs S remained unhappy and brought the complaint to our service.

Mrs S told our service she still wanted to reject the car and believed she had this right. She also told us about some personal circumstances she was experiencing and described the impact the situation had on her.

Our investigator issued their view and said, in summary, that what VWFS had offered was fair and reasonable. She was satisfied Mrs S didn't have grounds to reject the car following a successful repair and said £250 was fair to cover the distress and inconvenience caused by the fault.

Mrs S didn't agree. In summary, she said she still had anxiety about the car. She said she was left without transport for several days when the car was repaired. And she reiterated the emotional impact on her.

Our investigator explained this didn't change her opinion. As Mrs S remained unhappy, the case 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 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 comment on every individual point raised or every piece of evidence. Mrs S and VWFS can be reassured that I've carefully thought about all of the information available. But I'm going to focus on the crux of the complaint and what I consider to be the key facts in this decision. This reflects the informal nature of our service.

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 – which is VWFS here – needed to make sure the goods were of satisfactory quality.

In this case, it's not in dispute whether or not the car was of satisfactory quality at the point of supply, as all parties agree it wasn't. So, I don't need to consider this further.

What I do need to consider in this case is what would be reasonable to put things right, and if VWFS has already done enough.

I'm satisfied following the fault appearing that a repair has been carried out at no cost to Mrs S. Mrs S told the investigator that the car is "*fixed and is drivable*". So, I'm satisfied that the repair resolved the issue.

A repair was a remedy available to Mrs S under the CRA. So, it appears broadly her rights have been met.

Mrs S says she has now lost confidence in the car's reliability following the fault and believes she had a right to reject it. So, I've thought about this point.

The CRA explains Mrs S would have the final right to reject if:

*"after one repair or one replacement, the goods do not conform to the contract"*

'Conform to the contract' here can be taken as being of satisfactory quality. I've already found above that the repair was successful, and I haven't seen any evidence to suggest the car is no longer not of satisfactory quality. It follows that while I've noted her concerns, Mrs S does not have the final right to reject the car.

Mrs S has mentioned the 'short term right to reject'. However, I find Mrs S did not have this right, as the fault occurred more than 30 days after she got the car. So, this doesn't change my opinion.

I have considered what Mrs S told our service about her personal circumstances changing and the difficulties she's faced. While I empathise and can appreciate this fault caused upset, during an already difficult time, this doesn't change my view that VWFS has acted in line with the CRA and are correct to say Mrs S can't reject the car.

I've then gone on to consider what else, if anything, needs to be done.

VWFS offered Mrs S £250 as a 'gesture of goodwill' to reflect what happened. I've considered this carefully. I'm satisfied Mrs S suffered distress and inconvenience because of what happened. It must have been upsetting to realise the car had a fault. She's had to take time out to arrange the repair. And, although there is conflicting information here, she said she was without a car for a few days.

Having considered this, I find the £250 offered by VWFS is fair under the circumstances. Mrs S recently confirmed this had been paid to her, so VWFS needs to take no further action.

I've noted Mrs S has explained she may be in financial difficulty. It might be prudent to contact VWFS directly about this to discuss things further. And I would politely remind VWFS of its responsibilities here, including to treat her situation with forbearance and due consideration.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 16 March 2026.

Shannon O'Brien  
**Ombudsman**