

The complaint

Mr C complains about the quality of a car he was supplied by Ferrari Financial Services GmbH ("Ferrari").

What happened

Mr C was supplied with a used car through a hire purchase agreement with Ferrari in March 2024. The car was around nine years old when supplied and had covered around 37,000 miles at this point.

Mr C has told us that around three months after supply, he had to take the car back to the dealer to replace an alternator belt. He's then told us that this wasn't done properly, and while driving overseas, it snapped and had to be recovered to a local dealership who told him that the wrong belt had been used.

After this in September 2024, Mr C has told us that the car broke down overseas due to transmission issues and the car was returned to the dealer. In November 2024, the dealer said they'd fixed the car and if he didn't come to collect it, he would be charged storage fees, so he collected it.

Mr C has told us that he collected the car reluctantly, but when he did, the engine management light came on again on the dashboard, so he took the car back to the dealer where it has remained since. The dealer has told him they can't replicate a fault, and without being able to replicate it, they can't attempt to fix anything.

Mr C complained to Ferrari in November 2024 via a solicitor, and they issued their final response letter (FRL) in December 2024, not upholding the complaint. They said that all the issues had been repaired including the faulty alternator belt, and a gearbox transmission fault, and they had carried out further diagnostics and testing which hadn't identified any further faults. So, Ferrari were satisfied they had done enough and said Mr C didn't have the right to reject the car.

In the meantime, Mr C had brought his complaint to our service. The investigator gave their view in May 2025 that the car was of unsatisfactory quality and Mr C had the right to reject it, having already had repairs previously. Mr C accepted this, but Ferrari didn't, saying this was an incorrect interpretation of the Consumer Rights Act 2015, and they asked for an Ombudsman to make a final decision, so the case has come to me.

I issued a provisional decision on 7 November 2025 which said the following:

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've reached a different conclusion to the investigator. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view

on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr C was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Ferrari are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also says that goods which do not conform to the contract at any time within the period of six months beginning with the day in which the goods were delivered to the consumer must be taken to have not conformed to it on that day. The above does not apply if it is established that the goods did conform to the contract on that day.

So, if I thought the car was faulty when Mr C took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Ferrari to put this right.

The issue in question here is about satisfactory quality. As discussed above, the CRA says that what is satisfactory quality is influenced by "relevant circumstances". For a car, this includes things like the age of the car and the mileage it's covered. The car was around nine years old when supplied, so I think a reasonable person (under the definitions of the CRA) would expect that some parts might have already suffered from wear and tear.

I think it's also worth setting out a couple of points about Mr C's specific car. This was a very high-performance car, so I think a reasonable person would think it likely it would require a higher amount of maintenance than a lower performance, less powerful model. I think they would expect parts of the car that suffer from wear and tear to need replacing, or even fail, earlier than they would on a different car due to the stress put on them. And I also think certain expectations would be different.

For example, our investigator said this was a "very low mileage" used car. But considering the specific model Mr C acquired I don't think this was the case. I think a reasonable person would expect this type of car to be driven, typically, much less than other models and might assume it would not be used day to day. This means I think the mileage was actually at the absolute minimum, average for its age and some people may even have viewed it as reasonably high.

When considering the alternator belt, I need to take this into account. At the point of failure, Mr C's car was around nine years old. And as I have explained above, I think the mileage was considerable for the car and its age. Having thought very carefully about all of this, I find it most likely the belt failed due to wear and tear, rather than a fault present or developing at the point of supply. And I think a reasonable person would still have considered it durable based on the mileage and age at the time.

I'm also not persuaded that the transmission issue with the gearbox is necessarily a satisfactory quality issue. We have been provided limited information about the problems here, other than that they existed, and have potentially been repaired now.

Again, the car was around nine years old when supplied and as such, some problems with the gearbox and transmission can be expected with a car of this age, and form part of normal maintenance and wear and tear.

Mr C has told us that the engine management light came on again after he collected the car following repairs, but Ferrari have been unable to replicate this or diagnose an issue. I've thought carefully about this, but I haven't seen enough to persuade me the repair wasn't successful or that a separate fault arose at this time.

Mr C has told us in his testimony that he also had issues with some cosmetics of the car when supplied, such as a broken catch on the arm rest which was fixed by the supplying dealer, and a parcel shelf that was damaged at the point of supply. I'm afraid these aren't issues which would impact on the satisfactory quality under the CRA for a nine-year-old car.

Mr C has also described when the transmission issue first presented that there was a "serious" oil leak, but again, I've seen no evidence of this.

It would seem from the timeline and evidence presented that the gearbox transmission fault occurred on 20 September 2024. So, this occurred more than six months from when the car was supplied. Mr C has covered a little over 3,500 miles in the car in the six plus months from supply before the transmission error has presented. Without further evidence, I can't say that the details provided make the car of unsatisfactory quality at the point of supply.

I can appreciate Mr C's frustrations as he acquired the car to take a special birthday road trip with his father, and this has been interrupted by issues with the car. But I also can't say that it's fair for him to expect a car of this age and mileage to perform perfectly and without issue, and when it doesn't, to expect to be able to reject the car. Any ancillary issues here such as the fact he's been paying for the car but has left it with the dealer are only relevant if the complaint about whether the car was of satisfactory quality when supplied is being upheld. But I'm afraid I don't agree that the car was of unsatisfactory quality when supplied, based on the evidence provided, so I don't intend to ask Ferrari to do anything more.

My provisional decision

I don't intend to uphold this 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.

Ferrari responded to the provisional decision and accepted it. Mr C responded to my provisional decision and expressed his anger and disappointment with it. He told me that he rejected the rear parcel shelf at the point of supply which was lied about and shows the car had an issue from day one, as well as the ensuing problems.

He was unhappy that we'd taken too long to reach this point, and that our original opinion on the case upheld his complaint and it then took six months before I reached the decision that it shouldn't be upheld, and it's cost him thousands of pounds waiting for our decision paying for the car.

I apologise to Mr C for both the delays in getting this case to this final decision, and for the different answer I am now giving him compared to our investigator originally. I can understand the frustration with this and will feed back to the investigator involved why the answer they gave originally was wrong, and what they can do to avoid this happening in future cases. We strive to get things right first time, and I'm sorry we didn't manage to do that here.

With regards to the point about the parcel shelf being rejected at the point the car was supplied, I'm afraid that from the point of view of this complaint and the law, the car was accepted with the parcel shelf as it was at point of supply. While I understand Mr C has told us the dealership promised to source a replacement, and then down the line said they couldn't do this as they were no longer available, he accepted the car as it was when supplied and entered the finance agreement on that basis.

Alongside this, for a nine-year-old car, I can't fairly say that a damaged parcel shelf makes the car of unsatisfactory quality under the Consumer Rights Act 2015. This was a cosmetic issue, visible to him at the point of supply, and he entered the finance agreement and accepted the car as seen.

I'm sorry that Mr C didn't get the performance he wanted from the car, but our service can only assess whether something is satisfactory quality based on the relevant law, in this case, the Consumer Rights Act 2015. On this basis, as I've explained, I can't agree that the car was of unsatisfactory quality here, and I won't be asking Ferrari to do anything more.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 11 December 2025.

Paul Cronin
Ombudsman