

The complaint

Mr K complains about the quality of a vehicle he acquired through a conditional sale agreement financed by Volvo Car Financial Services UK Limited (VCFS).

What happened

In April 2023 Mr K acquired a used car through a conditional sale agreement. The car was around four years old, and it had travelled about 86,000 miles at the time of supply.

Mr K complained to VCFS in June 2024 about the quality of the car. He said there was damage to the alloy wheel, problems with the air con and high voltage battery, and he felt the vehicle had been misrepresented to him due to deception and its condition.

VCFS sent Mr K their final response to his complaint in August 2024. They said there was no evidence that the faults were present or developing at the time the car was supplied to Mr K, the alloy had been repaired without authorisation or investigation, there was no evidence of incorrect vehicle documents, the vehicle was in working order and Mr K had been able to use the car for around 30,000 miles. So, they didn't uphold his complaint.

Unhappy with VCFS's response, Mr K brought his complaint to this service for investigation. He said facts provided about the car were false, and it had faults which made it unsuitable to drive.

Our investigator gave their view that the faults appeared to be a reasonable level of wear and tear for a vehicle of this age and mileage, particularly considering Mr K had been able to travel around 25,000 miles in the car in just over a year. They said they didn't think any problems with the description of the car were raised in a reasonable time by Mr K, and so they didn't ask VCFS to do anything more.

Mr K didn't agree. He said, in summary, that the service history for the car had been manipulated, that he didn't receive the warranty and drive away insurance that he expected, that there were faults with the car that made it unsafe, that the number of previous owners of the car had been misrepresented to him and that the MOT wasn't completed properly.

Our investigator gave their view that they were persuaded that the service documents from the manufacturer were genuine and the warranty and drive away insurance didn't form part of the agreement, so VCFS weren't responsible for this complaint. They said the submissions by Mr K hadn't changed their view about the faults, and they remained of the opinion that the car was of satisfactory quality when it was supplied to Mr K. They also said that the description of the car as 'excellent' was subjective rather than a fact, and although the car did have two previous owners rather than the one owner as had been advertised, they didn't think this alone induced Mr K to acquire the car, and so they didn't think it'd been misrepresented to him. Our investigator said that they were not persuaded that the MOT's had been conducted by anyone other than a suitably qualified person, and they noted that Mr K had been able to use the car for more than an average number of miles.

Mr K didn't agree. He remained of the opinion that the data in his car had been manipulated, there were problems with the agreement between him and VCFS and he didn't think all the information he'd provided had been considered. Mr K said in October 2025 that he would provide further information to be considered, but no further documents have been submitted to this service.

As an agreement can't be reached, the case has been passed to me for a decision.

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.

Firstly, I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The agreement in this case is a regulated conditional sale agreement – so we can consider a complaint relating to it. VCFS as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

There have been a number of complaints raised by Mr K, and so I'll address them in turn.

Agreement

Mr K has questioned the validity of his agreement with VCFS, as there are two copies which differ.

I've seen evidence of two documents, and both contain the same document reference number. The differences relate to the signatures included on them. It's not unusual for an agreement relating to car finance to be signed on different days by the parties, or for these to be combined into a document containing a start date once both parties have agreed, particularly where the delivery date of a vehicle is different to the date the consumer signs the agreement, as is the case here.

I haven't seen any evidence of any material differences to the agreement that Mr K signed, and so I'm satisfied that there is a valid agreement between Mr K and VCFS beginning at the end of April 2023 when the car was acquired by Mr K.

Warranty and driveaway insurance

Mr K has said that he expected to receive a 12-month warranty and drive away insurance when he acquired the car, but he only received a six-month warranty and wasn't able to use the dealerships drive away insurance.

These items don't form part of Mr K's agreement with VCFS and so I haven't considered them further, as VCFS aren't responsible for a complaint about them.

MOT history

Mr K has said that the MOT completed prior to him acquiring the car wasn't genuine, and problems were later found with a cracked wheel rim and poorly fitted shock absorbers.

I haven't seen any evidence that the MOT was completed by anyone other than a suitably qualified person or that it was incorrectly recorded.

Service history

Mr K has provided a great deal of information which he says confirms that the service history for the car has been manipulated. And I appreciate the lengths that Mr K has gone to in order to provide this information, and his strength of feeling on the matter.

Mr K's car uses condition-based servicing, with information recorded on manufacturer systems rather than, for example, a paper logbook of service history records. That means that rather than a set service schedule, Mr K's car effectively adapts to individual driving style, monitors internal systems and calculates when a service is due.

I'm not persuaded, based on the evidence, that the service history provided to Mr K is not genuine, or has been manipulated.

Misrepresentation

Mr K believes the vehicle was misrepresented to him because it was described as being in excellent condition and Mr K doesn't think it was, because the car had two previous owners rather than the one that was advertised, and because it didn't have a full service history as advertised.

To find that the car was misrepresented to Mr K, I'd need to be satisfied that there was a false statement of fact, and that this false statement induced Mr K to enter an agreement that he otherwise wouldn't have.

The description of the car as excellent is subjective, rather than a fact. And, in considering the age and mileage of the car when Mr K acquired it, I think a reasonable person would expect a level of cosmetic damage to be present, so I'm not persuaded that the use of the word excellent was a false statement of fact.

The car was advertised as having a full service history. As I've set out above, I'm not persuaded that the service history provided to Mr K was not genuine. I haven't seen any evidence that the car required a service outside of those that were completed, and so I'm not persuaded that the advertisement that the car had a full service history was a false statement of fact.

The car was advertised as having had one previous owner, when there had been two owners prior to Mr K acquiring the car. I'm satisfied that this was a false statement of fact. So, I've gone on to consider whether this included Mr K into entering an agreement that he otherwise wouldn't have.

Mr K has set out the criteria that he used when searching for a car, and one previous owner was part of this. I note however that Mr K didn't raise concerns about the number of previous owners until some months into the agreement. He also had a number of other requirements when looking for a car.

I think, on the balance of probabilities, that if Mr K had been given correct information about the number of owners, he likely would've gone ahead with acquiring this car. So, I don't think he was induced into entering the agreement by this false statement of fact alone. It follows that I find that the car was not misrepresented to Mr K.

Satisfactory quality

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that the "quality of the goods is satisfactory"

To be considered "satisfactory" the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and other relevant factors. Those factors, in the case of a car purchase, will include things like the age and mileage of the car at the time of sale, and the car's history. The quality of the goods includes their general condition and other things like their fitness for purpose, appearance and finish, safety and durability.

Here the car was acquired used with a cash price of around £21,000. It was around four years old and had travelled about 86,000 miles at the time of supply.

When a person acquires a used car like Mr K it's reasonable to say that the expectation of quality is lower than that of a new or lower mileage second-hand car. The price for the vehicle is lower, and this is reflective of the fact that the car is more road-worn. The chance of encountering an issue sooner, is higher.

Mr K has reported faults with the alloy wheels, shock absorbers, radio, windscreen wipers, air con, and high voltage battery. I haven't seen any evidence of any ongoing faults with Mr K's vehicle.

The faults reported all relate to items that have a serviceable lifespan, that is, they are subject to wear and tear. I must consider that the car had travelled around 86,000 miles at the time it was supplied to Mr K, and at the point of an MOT in April 2024, which was around a year after Mr K acquired the vehicle and around two months prior to Mr K's complaint being made, he'd been able to travel a further 25,000 miles in the vehicle.

I think that a reasonable person might expect the kinds of faults that Mr K describes on a vehicle of this age and mileage, and they amount to a fair level of wear and tear.

All things considered, I find that the vehicle was of satisfactory quality at the time it was supplied to Mr K. Whilst what has happened is unfortunate, it is the risk of owning a higher mileage second-hand car like this one. I appreciate that having a car that requires repairs is stressful, and may be an expensive, experience for Mr K. That doesn't mean that VCFS are responsible for the cost of repairs.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 24 February 2026.

Zoe Merriman
Ombudsman