

The complaint

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

Mrs S has been represented on this complaint. But to keep things simple I will only refer to Mrs S in this decision.

What happened

Around January 2024 Mrs S acquired a used electric car under a hire purchase agreement with VWFS. The car is listed with a cash price of £35,900, was around three and a half years old and had covered around 49,513 miles. Mrs S paid a deposit of £3,500.

Unfortunately, Mrs S says the car developed issues.

Mrs S said around mid-January 2024 she started having trouble charging the car and explained she would have to plug and unplug the charger several times for it to work. She said this affected her both at home and at public chargers.

Mrs S said she spoke to a third-party company, which I'll refer to as 'O', who advised her the electric supply at home was old and weak. O recommended a new cable for her home.

Mrs S then said at the beginning of July 2024 the car wouldn't charge at two service stations during a long drive and said the car had to be recovered.

Mrs S said the car also had ongoing issues with the driver's side wing mirror camera. She said this was first noted in September 2024, but it intermittently went wrong throughout her time with the car.

Mrs S said in October 2024 O installed replacement cables at her home but the issue with charging persisted. She said O told her the issue was with the car, not the charger.

Mrs S said the same month the car then had a recall notice, and she was advised to only charge the battery to 70%. She said the dealer didn't have the parts to carry out the work and she felt unsafe in the car.

Around January 2025 Mrs S said a charging flap wouldn't open. Mrs S explained this meant she had to charge the car from the other side, which meant she had to park in a very awkward way to use the charger at home.

Mrs S says a few weeks later the charging flap was fixed, but she was given a courtesy car during the repair that had a boot too small for her family.

Mrs S complained to the manufacturer, who sent a response in March 2025. This said the charging flap was replaced and if there were further issues Mrs S should book in with the dealer for investigation.

Mrs S referred the complaint to our service and said she wanted to complain about VWFS

and reject the car. We made VWFS aware of the complaint, and it explained it would investigate.

VWFS issued a final response to the complaint in June 2025. This said, in summary, that the car needed repairs to the 'battery latch' in December 2024 and January 2025.

VWFS said it didn't believe Mrs S's car had further faults and so said she could not reject it. But, it offered £516.64, which was 50% worth of two monthly payments, to reflect the time Mrs S's car was off the road.

Mrs S confirmed to our service that she didn't accept the offer and wanted us to investigate the complaint. Mrs S explained the wing mirror camera had stopped working again. And she said the car had a further fault where a door wouldn't open.

Mrs S said she wants all the payments back she's made towards the car. And she explained the situation has had a big impact on her mental health and her family.

Our investigator issued a view and didn't uphold the complaint. She said, in summary, that there was no evidence the car currently had a fault with it. Our investigator said the offer from VWFS of £516.64 was more than she would have recommended and said she hoped this offer would still be available.

Mrs S remained unhappy and said the decision was not fair and biased.

Mrs S later told our service that the issue with the wing mirror camera still persisted. She explained sometimes the screen was completely blank and sometimes it was faint to the point where it couldn't be viewed.

As Mrs S remained unhappy, the complaint was passed to me to decide. I sent Mrs S and VWFS a provisional decision on 24 November 2025. My findings from this decision were as follows:

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 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 point raised or every single piece of evidence. I want to reassure Mrs S and VWFS that I've carefully considered all of the available information. But, I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. 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 – 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. The CRA also sets out that the durability of goods can be considered as part of satisfactory quality.

So, in this case I'll consider that the car was used and was around three and a half years old. It had also travelled just under 50,000 miles. So, I think a reasonable person would not

expect it to be in the same condition as a newer, less road worn car. But I still think they would expect it to be in good condition, especially considering it cost nearly £36,000. I think they would expect it to be free from anything other than minor faults, and would expect trouble free motoring for some time.

What I need to consider in this case is whether I think Mrs S's car was of satisfactory quality or not. I think there are a few different issues she's raised here, so I'll consider these in turn.

Charging:

I've initially considered the general charging issues Mrs S mentioned. She said, in summary, that she's consistently had issues charging the car despite O updating her home charger.

It's worth firstly setting out that having carefully considered everything, including all of Mrs S's testimony along with the videos she sent, I think it's more likely than not that there were issues with consistently charging Mrs S's car when it was at her home.

This, however, doesn't tell the whole story. VWFS are only responsible for the satisfactory quality of the car. It isn't responsible for the electrics at Mrs S's house, the charger, cable or anything else that might be responsible for the problems.

While Mrs S has explained O told her the issue was with the car, I haven't been presented with any evidence from O to back this up. And there isn't any other information such as any reports or expert testimony to explain specifically what any issue was. Charging issues are also not noted from the information I have from the dealer.

Having thought about this, while I accept what Mrs S said about charging, I haven't seen enough to persuade me there was a fault specifically with her car here – as opposed to another issue.

General issues aside, I am satisfied there was an issue with the charging port. I say this as I've seen a copy of the 'Vehicle History' that shows when the dealer worked on the car. An entry from 22 January 2025 where the mileage was recorded as 54,886 states:

"Confirmed n/s charging flap does not open or close intermittently"

"Replaced n/s charging flap as per workshop manual, cleared all faults stored and carried out function check, all ok fault rectified."

So, from this I find that the car did have an issue with one of the charging ports that was subsequently repaired.

I've considered what this means for satisfactory quality. At this time, Mrs S had the car for around a year and had covered over 5,000 miles. I'm satisfied this means the fault wasn't present or developing at the point of supply. However, considering durability, I think this part failed earlier than I would expect. I don't think the charging port failing at under 55,000 miles and when the car was under five years old shows an acceptable level of wear and tear.

It follows that I'm satisfied a reasonable person would find this meant the car was not durable, and so of unsatisfactory quality when supplied.

Doors:

On the vehicle history I've seen an entry dated 9 January 2025. This noted the mileage as 54,785 and stated:

“recurring fault with drivers door switch position”

“tested the function of the door switch confirming defective door latch, replacement of the drivers door latch is required.

“re placed drivers door latch as required and tested all ok”

So, I’m satisfied Mrs S’s car had a fault with the driver’s side door in January 2025. I’m again satisfied this wasn’t present or developing at the point of supply. But I again think this part failed prematurely. It follows I find a reasonable person wouldn’t consider the car durable and so not of satisfactory quality when supplied due to the door latch failing.

Wing mirror cameras:

Mrs S has consistently said there have been issues with the driver’s side wing mirror camera.

This issue is noted in the vehicle history:

From 12 September 2024 at 53,408 miles:

“test drive, complaint confirmed virtual mirror fault showing on dash.”

“Replace drivers virtual mirror. Also found defects on camera lenses (see video) requires new virtual mirror. replaced virtual mirror as required adapted and calibrated all ok”

From 9 January 2025 at 54,785 miles:

“drivers exterior mirror fault”

“updated left and right exterior mirrors using the software code”

“tested the vehicle all ok no issue with mirrors”

From 8 July 2025 at 54,886:

“virtual mirror not working on drivers side”

“test drive able to replicate issue”.

“Requires (code) control unit for drivers door virtual mirror”

I’ve also seen a video Mrs S sent in of the car from late June 2025. The passenger side wing mirror camera can be clearly seen in working order. The screen shows a view from behind the car. The driver’s side screen is blank.

So, from this I’m satisfied there was an issue with the driver’s side wing mirror camera in September 2024, January 2025, June 2025 and July 2025. I’m persuaded by this that the fault was intermittent and ongoing throughout the time Miss S had the car from at least September 2024. Based on her most recent testimony and the above history, I also think it’s most likely an intermittent fault is still present.

This is not part of the car I would expect to suffer from any wear and tear. And so I’m satisfied this failed prematurely – especially considering what an important safety function this fulfils, which I’ll explain in more detail later. It follows I find the car was not durable in relation to the wing mirror camera and so was also not of satisfactory quality due to this

issue.

Other issues:

I've seen a job sheet from 15 May 2024. This recorded the mileage as 51,015:

"Found plug in near side front door not connected causing speaker to rattle as well as lighth (sic) and mirror to fault. Re-connected and tested all okay. (phone connection brand name) worked on test customer to monitor"

There is another repair on the vehicle history from 12 December 2024 where the mileage was noted as 53,408:

"warning light on dash"

"removed drivers wheel arch liner and found corroded defective temp sensor. replacement temp sensor required photos attached"

So, I'm satisfied there was an issue with a speaker rattle in May 2024 and a warning light in December 2024 that related to a corroded sensor that needed to be replaced.

I don't think a reasonable person would expect a speaker to need repairing only around three months after Mrs S acquired the car. So I find it was of unsatisfactory quality due to this issue.

I'm a little less confident about making a finding in relation to durability here about the sensor, as I have limited information. But I think on balance a sensor shouldn't have corroded at this age. So, again, I think it's likely this means the car was of unsatisfactory quality due to this issue.

Recalls:

Mrs S has said the car has been recalled on a number of occasions. I've thought about what this means for satisfactory quality. It's worth setting out up front that a recall doesn't automatically mean something is wrong with the car. And this seems to be reflected in the notice from February 2025. This explains:

*"we have discovered some irregularities on high-voltage batteries that **may** also occur in your vehicle." (emphasis added by myself)*

Thinking about this, I don't think this is enough to persuade me the car wasn't of satisfactory quality. And I haven't seen further details from the other recalls Mrs S told our service about. It follows I don't think VWFS needs to take further action on this point.

Summary and putting things right:

In summary, I'm satisfied during the time Mrs S had the car it has had issues with the charging flap, door latches, wing mirror camera, speaker and a sensor.

I've found above that all of these issues meant the car was of unsatisfactory quality. But both parties should also note I've had in mind the overall history of what happened. In the round, I'm satisfied a reasonable person would not have expected this car to have the problems it did during the time Mrs S has had possession of it.

I've then gone on to consider what would be reasonable to put things right. Mrs S has said she wants to reject the car.

I've firstly considered Mrs S's rights under the CRA. From the various information I've noted above, I'm satisfied the issues with the charging flap, door latch, speaker and sensor were repaired and put right before Mrs S asked to reject the car. A repair was a remedy for these faults under the CRA. And so, I find in broad terms, her rights were met here.

I've then thought about the wing mirror camera. As I noted above, I'm satisfied on balance that there is still most likely an intermittent fault present.

I can see Mrs S contacted the manufacturer and asked to reject the car in December 2024. And she referred the complaint to our service and again asked to reject the car in April 2025. I'm satisfied at these points the issue with the wing mirror camera was ongoing. Due to the previous repairs, I find Mrs S did have the final right to reject the car at these times. And given I think the fault is still likely ongoing, I find she still has this right.

It's worth setting out that part of my thinking here is also about how serious any intermittent issue with this camera could prove to be. Mrs S's car does not have traditional wing mirrors. So, I think it's fair to say the function of these cameras and screens is absolutely crucial to the safety of the car. I'm satisfied this is particularly true for the driver's side 'mirror'. And I'm satisfied if this failed when performing certain manoeuvres, such as overtaking or merging onto a motorway, this could cause a very serious accident. I don't think it's over the top to conclude this could even be fatal.

I also think there are potential legal issues that could be caused. Certainly with 'traditional' wing mirrors, it is illegal to drive without a functional one on the driver's side. Again, this points to the seriousness of the issue and the importance that these are in fully working order 100% of the time.

Looking at the history of repairs, I think it's likely these were done under warranty. So I don't think Mrs S is at a loss here. But, if I'm wrong, she should provide any evidence in response to this decision.

I've thought about impaired use of the car. It's hard to put an exact figure on this as most of the issues seem to have been repaired and were intermittent. But, I think the ongoing intermittent issue with the wing mirror means Mrs S did have some impaired use. I think it's reasonable VWFS reimburse 10% of all repayments towards the agreement from this was first noted above, 12 September 2024.

I also think this situation must have caused Mrs S significant distress. She's had to take the car for repairs frequently over many months. She's described how upsetting it was for her when the car didn't function. And she's described how stressful this was with her family in the car.

Our approach to payments for distress and inconvenience can be found on our website. Keeping these in mind, I find Mrs S has been caused significant upset that has taken a lot of effort to sort out over many months. So, I find VWFS should pay her £650 to reflect this.

I gave both parties two weeks to respond with any further comments or evidence.

Neither Mrs S nor VWFS came back with anything further to consider.

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 thought about everything again, I still think what I explained in my provisional decision is fair and reasonable under the circumstances. This is due to the reasons set out above.

My final decision

My final decision is that I uphold this complaint. I instruct Volkswagen Financial Services (UK) Limited trading as Audi Financial Services to put things right by doing the following:

- end the finance agreement ensuring Mrs S is not liable for monthly rentals after the point of collection (it should refund her any overpayment for these if applicable);
- take the car back (if that has not been done already) without charging for collection;
- Reimburse Mrs S's deposit of £3,500 from 15 January 2024*;
- Reimburse Mrs S 10% of monthly repayments from 12 September 2024 until the car is given back*;
- Pay Mrs S £650 to reflect the distress and inconvenience caused;
- Remove any adverse information from Mrs S's credit file in relation to this agreement

*These amounts should have 8% simple yearly interest added from the time of payment to the time of reimbursement. If VWFS considers that it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Mrs S how much it's taken off. It should also give Mrs S a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue and Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 8 January 2026.

John Bower
Ombudsman