

## The complaint

Mr C complains about a car supplied to him using a hire purchase agreement taken out with Volkswagen Financial Services (UK) Limited trading as Volkswagen Financial Services (“VWFS”).

## What happened

In October 2024, Mr C signed a hire purchase agreement with VWFS to acquire a used car. The car was over five years old, the cash price of the car recorded on the agreement was £13,650, the agreement was to be paid by 23 regular, monthly repayments of £125.57, followed by a final payment of £8,245, which included a £10 option to purchase fee. The advance payment recorded on the agreement was £4,500.

Mr C said he was informed by the supplying dealership that there was a significant scratch on the driver side door. He said he was assured that the scratch would be repaired and said it was a condition of him accepting the agreement with VWFS.

Towards the end of October 2024, Mr C said he was sent a video by the dealership showing that the scratch had been removed. And so, he proceeded to collect the car in early November 2024 from the dealership. Mr C said he couldn't see any scratches to the car due to the weather and lighting at the time of collection. However, he said he had noticed that the scratch was still prevalent when looked at with direct light shining on it at night.

Mr C said he obtained a quote of around £900 to have the scratch remedied and informed the dealership of the issue. Mr C said he was told that any car with direct lights in the dark would show small or light scratches on its bodywork.

Mr C said this contrasted with correspondence he received from the dealership which said that the repair works carried out to the scratch looked “*brilliant*”.

Mr C said he would have never acquired the car had he known that the scratch would have still been noticeable at night.

Throughout November 2024, Mr C was attempting to resolve things with the dealership in relation to other issues he noticed, such as an incomplete service history for the car. However, Mr C said that the dealership wouldn't rectify the scratch on the car door.

In early January 2025, Mr C complained to VWFS. In April 2025, VWFS responded and offered to pay for the repair of the scratches and offered £100 compensation.

Mr C thought he should also receive a courtesy car and money to cover fuel costs as the repairs would take a few days. So, Mr C referred his complaint to our service in August 2025. Mr C later said that he wished to reject the car due to issues identified in relation to the car's engine cambelt and throttle body, among other things.

Our investigator explained that he would only consider aspects of the complaint which VWFS has had an opportunity to consider and respond to.

VWFS informed our service that they had paid Mr C £1,080 to cover the cost of the repair to the car, in addition to £100 compensation.

Our investigator didn't think VWFS needed to do anything further. In summary, he thought VWFS's offer was fair in the circumstances.

Mr C disagreed with the investigator's findings. Among other things, Mr C raised issues with the car which became apparent after VWFS issued their final response and hadn't had the opportunity to address. Mr C also thought that he should be allowed to reject the car.

The investigator explained in further detail that his opinion hadn't changed. As Mr C still disagreed, the complaint was 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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, 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 point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Mr C complains about a car supplied to him under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Mr C's complaint about VWFS.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – VWFS here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Mr C acquired was used, nearly six years old, and cost less than a brand-new car. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

I would normally go on to consider whether the car was of satisfactory quality when it was supplied. Or whether a misrepresentation was made in relation to the repairs carried out initially. However, I don't think I need to in this instance. I say this because, although VWFS say they didn't uphold Mr C's complaint about the quality of the car, they have ultimately done so by offering to cover the cost of the repair. So, if I was to make a finding that the car wasn't of satisfactory quality at the point of supply, or that a misrepresentation had been made, I would likely suggest that a fair and reasonable remedy to rectify the issue would be to cover the cost of the repair.

VWFS has said that they have already paid Mr C £1,080 to cover the cost of having the scratch repaired again. I think this is fair in the circumstances, as broadly speaking, this would mean Mr C's rights under the CRA would have been met.

VWFS say they have also paid Mr C £100. However, Mr C feels he should receive a higher amount of compensation and be compensated for the inconvenience of having the car repaired again. In the circumstances, I think what VWFS has already paid to Mr C is fair and reasonable. I say this because, although Mr C has explained the inconvenience he would experience having to take the car to be repaired, I'm mindful that Mr C has sourced that repairing garage himself. And so, he has ultimately made the choice to travel further to have the car repaired. And so, I don't think VWFS need to reimburse Mr C for this inconvenience.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Volkswagen Financial Services (UK) Limited trading as Volkswagen Financial Services to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 March 2026.

Ronesh Amin  
**Ombudsman**