

## **The complaint**

Miss H is unhappy with the car supplied under the hire purchase agreement with Volkswagen Financial Services (UK) Limited trading as Porsche Financial Services (PFS).

When I refer to what Miss H and PFS have said or did, it should also be taken to include things said or done on their behalf.

## **What happened**

In January 2025 Miss H entered into a hire purchase agreement with PFS to acquire a car first registered in March 2020. At the time of acquisition, the car had travelled around 44,000 miles. The total cash price of the car was £43,539. There was an advance payment of £10,000. There were 47 monthly repayments of £472.90, followed by a final payment of £23,678.75 payable 47 months after the date set for the first repayment. To exercise the option to purchase the car Miss H would also need to add the option to purchase fee of £10 to the amount of the final monthly payment.

Miss H said the car was advertised as having a full-service history which was essential to her purchase decision and that is why she declined to view other cars which would not have this. During the test drive on 9 January 2025 Miss H said she raised concerns about a check engine light, which was illuminated on the dashboard. She said she was told this would be resolved prior to handover. Also, she was assured the car would undergo a full service and the standard 111-point check before collection. However, after a few weeks of driving, she became aware of an unusual noise when accelerating and felt that the car's performance was lacking.

As such, on 4 March 2025 she contacted the dealership to arrange an inspection during which no faults were found. Miss H said the performance issues continued to be evident. As a result, she arranged an independent visual inspection with the car's approved mechanic. This mechanic said the air filters appeared original and unchanged, and it looked unlikely for the spark plugs to have been replaced.

Miss H said the visual inspection under the bonnet clearly showed the air filters were overdue for replacement, something even a non-mechanic could observe, so she requested further confirmation of the car service history from the dealership, as this was not provided as requested. Miss H said it was confirmed that there was no record of the spark plugs or air filters having been replaced. As such, she feels that the car being described as having a full-service history, was, in fact, overdue the service by approximately 6,000 miles or about 15% for major service items. She said, this contradicts the description under which the car was sold. Miss H believes that she should be able to return the car and have all money she paid for the car returned to her, including the deposit.

In July 2025, PFS wrote to Miss H. They said the supplying dealership confirmed the car was serviced according to the manufacturer's recommended schedule. While spark plugs had not been replaced during the most recent major service, this is considered an additional item beyond the standard service requirements. The service book was signed off at handover on 18 January 2025. PFS also said that no faults have been identified by the

dealership and have offered to replace the spark plugs as a goodwill gesture. Also, they have offered £250 towards Miss H's next service, with any additional repairs being at her expense. They concluded the correspondence by saying that they were unable to uphold Miss H's complaint.

As Miss H remained unhappy with the above, she referred her complaint to the Financial Ombudsman Service (Service).

Our investigator looked at Miss H's complaint and was of the opinion that the complaint should not be upheld. The investigator said that, based on the information and the evidence available, the car did not have a fault and was not misrepresented at the point of supply.

Miss H did not agree, so the complaint 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

I am very aware I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me, reaching what I think is the right outcome. This reflects the informal nature of our service as a free alternative to the courts.

What I need to decide in this case is whether the car Miss H acquired was misrepresented to her by PFS and/or their agents. To make a finding of misrepresentation, I would need to be satisfied that Miss H was told a false statement of fact which caused her to enter into a contract she would not have done otherwise. And, if I am not satisfied there has been a misrepresentation, I still need to consider whether there has been a breach of contract because the goods might have been mis-described or not of satisfactory quality as per the Consumer Rights Act 2015 (CRA). This is because the requirement for goods to be as described and of satisfactory quality are implied into the contract between Miss H and PFS by the CRA.

In summary, Miss H said that the car was advertised as having a full-service history, and she was assured the car would undergo a full service and the standard 111-point check before collection. As such, Miss H was under the impression that the car will come with a new service completed on all components of the car prior to the hand over, this including the air filters and spark plugs.

PFS, on the other hand, said that, based on the information from the supply dealership, the car was serviced according to the manufacturer's recommended schedule. While spark plugs had not been replaced during the most recent major service, this is considered an additional item beyond the standard service requirements. The service book was signed off at handover on 18 January 2025.

Therefore, I have considered what both sides have said and provided.

First, I should say that I believe that Section 56 of the Consumer Credit Act 1974 should apply here. This section deals with “antecedent negotiations” and it explains that finance providers are liable for what they say and for what is said by a credit broker or a supplier (in certain circumstances) before the consumer takes out the credit agreement. Considering all the circumstances of this case, I think most likely, this section does apply. However, I am only considering the aspects PFS are responsible for and the ones I am able to look at. So, I cannot look at certain actions and/or inactions of the dealership(s) or broker which Miss H might be unhappy about, such as what happened after the car’s acquisition. Therefore, I am only looking at the events that have been raised by Miss H with PFS, the ones they were provided an opportunity to address in their July 2025 correspondence.

A misrepresentation is a false statement of fact which induces a person to enter a contract which they would have acted on differently, had they known the truth. However, in this case and based on the evidence before me, I think I do not have enough information to say that, on balance, Miss H was told a false statement of fact about the features of the car and/or that there has been a breach of contract, namely that the goods (here the car) were not as described. When coming to the above conclusion, I have taken into consideration many aspects, including what both sides have said and provided.

I have not seen a copy of the advertisement that would have been provided by the supplying dealership or PFS. However, neither side is disputing the fact that the car was sold as having a full-service history. I was not present at the time of supply, but I have taken everything each side said and provided, and I have also considered the paperwork Miss H would have been provided with and signed.

I understand that in the service book Miss H was provided, it shows that shortly before supply, mid-January 2025, the car had a service completed. At the time, the car had travelled around 40,010 miles. During that service the oil and brake fluid was changed and the car was inspected. This document shows that the spark plugs and air filters were not replaced. I know Miss H believes that these should have been replaced before that point in time, or during that service. However, I have not seen enough evidence to say that, most likely, these parts needed to be replaced by the time Miss H acquired the car. I say this for several reasons:

First, I have not seen enough evidence to allow me to say that, most likely, these parts were faulty at the time of supply. Also, I have not seen any United Kingdom servicing guidelines set by the brand of the car which state that the spark plugs and air filters need to be replaced by, or at the, 40,000 mile interval. Finally, the main dealership explained that these are additional items outside of what would be required for the car to be considered to have a full-service history.

I know that Miss H feels that the car has not undergone a full 111-point check before collection as promised to her. However, I have seen a workshop invoice dated 17 January 2025 and from this I can see that a lot of work was carried out. I can see that the car had a cosmetic and mechanical inspection and an MOT completed. During this I can see that, in addition to oil and brake fluid replacement, several other parts were replaced as well. As such, I think most likely the car was inspected as promised to Miss H.

Taking all of the above into consideration, I do not have enough evidence to be able to say that the car was misrepresented to Miss H or that there has been a breach of contract as the car was not as described.

Miss H has also raised concerns with an unusual noise when accelerating and felt that the car’s performance was lacking after a few weeks of driving. As such, I have considered if the car was of satisfactory quality when supplied to her.

The CRA covers agreements such as the one Miss H entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car, and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

In Miss H's case the car was close to being about five years old when acquired and had travelled around 44,000 miles. As such, it is reasonable to expect there to be some wear to it, and I would have different expectations of it compared with a brand-new car. However, given the age, mileage, and price paid, I think it is fair to say that a reasonable person would have high expectations of it and would not expect anything significant to be wrong shortly after it was acquired.

Miss H was of the belief that she should have been entitled to reject the car.

The CRA sets out that Miss H has a short term right to reject the car within the first 30 days, if the car is of unsatisfactory quality, not fit for purpose, or not as described, and she would need to ask for the rejection within that time. Miss H would not be able to retrospectively exercise her short term right of rejection at a later date.

The CRA does say that Miss H would be entitled to still return the car after the first 30 days, if the car acquired was not of satisfactory quality, not fit for purpose, or not as described, but she would not have the right to reject the car until she has exercised her right to a repair first – this is called the final right to reject. And this would be available to her if that repair had not been successful.

First, I considered if there was a fault with the car.

Miss H said there was an unusual noise when accelerating and felt that the car's performance was lacking. She also said that an independent mechanic told her, after a visual inspection, that the car needed to have spark plugs and air filters replaced. However, the dealership inspected the car and found no faults.

In addition, I have not seen any independent report, no mechanical report, or, for that matter, any invoices/ job sheets/ cards, from any garages regarding the current faults that Miss H says are present on the car. As such, considering the age and mileage of the car, combined with the fact that there is not enough information provided which would show that, most likely, the car is faulty, I cannot fairly or reasonably say that what Miss H has experienced are faults that would render the car of unsatisfactory quality.

While I sympathise with Miss H for the difficulties she is experiencing, based on all the information available in this case, I do not think there is sufficient evidence to say that, most likely, PFS should be required to take any further action regarding this case at this moment in time.

### **My final decision**

For the reasons given above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept

or reject my decision before 17 March 2026.

Mike Kozbial  
**Ombudsman**