

## **The complaint**

Mr S complains about the quality of a new car he acquired through a hire purchase agreement with Volkswagen Financial Services (UK) Limited trading as Seat Financial Services (SFS). Mr S says that the stop/start function on the car doesn't work correctly.

## **What happened**

Mr S' complaint is about the quality of a car he acquired in December 2024. The car was new. Mr S acquired the car using a hire purchase agreement that was started in December 2024. The vehicle had a retail price of £25,166.72. And Mr S financed £21,561.24 of this. This agreement was to be repaid through 48 monthly instalments of £333.55 followed by a final instalment of £9,877.50. If Mr S makes repayments in line with the credit agreement he will pay a total of £29,503.38.

Mr S complained to SFS about the stop/start function of the car. SFS didn't uphold the complaint as it said the faults with the stop/start function couldn't be confirmed, it attributed the issues Mr S was experiencing to his driving style. It did agree that it could have considered his complaint better. Mr S didn't agree with this and brought his complaint to the Financial Ombudsman Service.

Our Investigator upheld Mr S' complaint in part. She said that there wasn't enough evidence to say that the car was faulty. This was because an independent test and report about the car had concluded that the stop/start function was operating normally. She did think that Mr S should have some modest compensation for the delay in investigating the issues that he had complained about.

SFS agreed with our Investigator. Mr S didn't agree with the Investigator. He thought that the compensation should be increased to £500. Our investigator didn't think this was reasonable.

There was some further correspondence, but no new issues were raised. Because Mr S didn't agree, this matter has been passed to me to make a final 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

I've read and considered the whole file, but I'll concentrate on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it to reach what I think is the right outcome.

The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. SFS as the supplier of the goods under this type of agreement is responsible for a complaint about their 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 – considering any description of the goods, the price and all the other relevant circumstances. So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the car's history.

Mr S has complained about the quality of the car. Below is a summary of the issues complained of by Mr S and the investigation and repair work that has been carried out.

Mr S has provided a significant amount of evidence and commentary about the stop/start function which includes detailed descriptions and video evidence of the feature 'in action', and what he says is not working.

He has described the stop/start system as 'crossing over' at times and a symbol comes on to say the stop/start has not activated. He's said that the stop/start has activated when the car was travelling above the speed it should to activate it, and that he has needed to manually start the car when it has stopped occasionally. And he has described how the state of the clutch and engine revolutions can affect this. He's provided a record of when the faults have taken place and it's fair to say that the fault is intermittent.

Mr S has provided video evidence that shows the stop/start light 'inhibited' warning light is on which indicates the stop/start function is not working. Which he says supports all of what he has said.

The battery has been changed on the car to see if this rectified the problems that Mr S said he was having. Mr S says that this was because the dealership thought the car was faulty, but SFS has said this was done as a goodwill gesture as it was unable to find any fault with the car. To be clear the dealership has looked at the car several times and has not been able to replicate the faults Mr S says he has experienced, or any other related faults.

Having considered what Mr S has provided, from both him and the dealership, I don't think these conclusively show the stop/start feature is faulty. I understand this feature can activate and deactivate for a wide variety of reasons and so it working, or not working, when Mr S expects it to, doesn't show that it is faulty.

Added to this there is a report completed by a third party which considered the stop/start issue that Mr S says that he was having with the car.

The report said:

*'Throughout the road test, the Stop–Start System activated normally between 0–4 mph, which is consistent with SEAT's stated parameters.'*

*'During the inspection, the system activated fifteen times, and each activation fell within the expected operating range.'*

*Based on the evidence provided, the physical inspection, and the 6 mile road test conducted under varied driving conditions, no mechanical or operational fault consistent with the customer's reported concern was experienced at the time of examination.*

*The Stop–Start System operated within SEAT's stated parameters on all fifteen observed activations, and no abnormal behaviour could be replicated during the assessment. While the customer's video recordings indicate that the system has previously activated at higher-than- expected speeds, this condition did not occur during the inspection.*

*The additional concerns raised by the customer specifically the intermittent deactivation of the Stop–Start System while stationary may be attributable to low battery charge levels, which can be influenced by driving style, journey length, and engine speed during deceleration.'*

I think it's reasonable to say that this report reinforces that the car isn't faulty. So, given everything I've seen, I'm not persuaded that the car is faulty. It follows that, having looked at everything, I don't think there is enough for me to say that the car was not of satisfactory quality when it was supplied. I don't think that SFS should be responsible for putting any faults with the car right or paying compensation for this.

SFS has said that it could have looked into Mr S' concerns in a better way and I agree this has caused Mr S some distress and inconvenience. But I think the £100 that has been agreed is adequate compensation for this.

### **Putting things right**

SFS should pay Mr S £100.

### **My final decision**

For the reasons I've explained, I partly uphold Mr S' complaint.

Volkswagen Financial Services (UK) Limited should put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 May 2026.

Andy Burlinson  
**Ombudsman**