

The complaint

Mr L is unhappy that a car supplied to him under a conditional sale agreement with Volvo Car Financial Services UK Limited (VCFS) was of an unsatisfactory quality.

What happened

In May 2024 Mr L was supplied with a new car through a conditional sale agreement with VCFS. He paid an advance payment of £26,600 and the agreement was for £52,849 over 36 months; with 36 monthly payments of £729.

In August 2025 Mr L complained to this service that he'd had issues with the car from the first week after he'd acquired it. He complained that despite previous software updates and repairs the car had a problem with the radio, the seat, and the brake pedal. He said he wanted to reject the car, and have it replaced.

VCFS said Mr L complained to them about software issues with the infotainment system in October 2024. They said software updates were carried out on 11 November 2024. They upheld his complaint, saying the car had now been repaired and returned to Mr L.

VCFS said Mr L had contacted them in February 2025 about further difficulties he'd experienced. They issued their final response to him in July 2025 – they didn't uphold his complaint. They said Mr L complained that he still had issues with the radio signal, despite repairs carried out by the main dealer garage. They said he also reported issues with the seat and the brake pedal.

VCFS arranged for an independent inspection. They said this found no faults with the seats or the brake pedal. The report said the radio station was pausing and had to be manually pressed for it to play. They said the report stated this fault would not have been present or developing at the time of sale. They said the report concluded the car was durable, and the issue found was a maintenance issue.

Mr L was unhappy with this response, so he referred his complaint to our service for investigation.

Our investigator didn't uphold Mr L's complaint. She was satisfied there was a fault with the radio, but because the fault appeared around 11 months after the car was supplied, she was satisfied the issue wasn't present or developing at the time the car was supplied to Mr L. She also said that if the fault was related to a previous failed repair this would've been highlighted during the independent inspection.

Mr L didn't agree with the investigator. He said the faults had been present at the time of supply and this had been confirmed by the dealer, the manufacturer and VCFS. He said the software updates that had been applied had not fixed the issues.

Because Mr L 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr L was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr L 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, freedom from minor defects, safety, and durability.

Here, I'll consider that the car was new. So, I think a reasonable person would expect trouble free motoring for some time.

Fault

Mr L complained to this service about faults with the radio, the seat, and the brake pedal. He said these were linked to previous issues and wished to reject the car as he says it was faulty.

I can see from the job cards provided from the dealer that the car was in the garage on a number of occasions: in October 2024 for a software update, November 2024 to replace a steering wheel switch, and December 2024 to replace windscreen wiper blade inserts.

In March 2025 the dealer investigated issues with the driver's seat, and the collision avoidance system, but found no fault with either. It performed a software upgrade to fix the radio signal issue. It did report intermittent issues with the DAB radio signal connection, and said that switching station restored it to normal operation.

So I'm satisfied there is a fault with the DAB radio.

Independent Engineer's Report

I've seen a copy of the independent engineer's report, dated 1 July 2025. In this report, the engineer found the issue with the radio that Mr L had reported. He concluded that this fault would not have been present or developing at the time the car was supplied to Mr L.

The engineer found that the front seats were operating correctly and performing as they should. He also found no fault with the brake pedal, describing it as stiff, and saying that this was a characteristic of this type of car.

He did find that the radio paused whilst playing. He said he had to press the play button to carry on playing. He also said that the signal dropped, and he had to change station before going back to the original station to make it operate properly again.

The engineer said that he regarded this fault as a maintenance issue. He also said there was no evidence of previous unsuccessful repairs.

The engineer also confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied this report is reasonable to rely upon.

Mr L says that the fault with the radio was related to the previous software issues he'd experienced. I've seen no evidence to show that is the case.

The independent engineer found no link between the fault with the radio and the previous software issues. He reported that it was likely due to a maintenance issue. And the manufacturer confirmed there was not a manufacturing defect.

I've carefully considered the work done previously. I can see that the car had a software update in June 2024. It looks like Mr L requested this after being contacted by the manufacturer. The job card mentions "apps" being missing, but there was no mention of any issue with the radio.

I've also seen an email from the dealer to Mr L a few days after he acquired the car. It relates to a software update, and explains how this should solve issues with apps, and the radio button. I think it more likely than not that the issue with the "radio button" is not the same as an issue with the radio signal.

The first time a fault with the radio signal dropping out is mentioned is in February 2025, around nine months, and 8,000 miles, after Mr L acquired the car. I explained above that I've seen no evidence that suggests that the current issue with the radio was linked to any previous issues or repairs. I'm persuaded by the report from the independent engineer, that the fault with the radio is a maintenance issue, and wasn't present or developing at the point of supply.

So I don't think it fair or reasonable that VCFS should allow Mr L to reject the car on the basis of the fault to the DAB radio. I appreciate Mr L has been frustrated with the problems he's had with the car, and the number of times he's had to visit the dealer. But as I've explained above, I'm not persuaded that the intermittent fault with the radio was present or developing at the time of supply, or that it related to a failed repair. So I won't be asking VCFS to take any further action to resolve this complaint.

My final decision

For the reasons explained, I don't uphold Mr L's complaint about Volvo Car Financial Services UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 28 April 2026.

Gordon Ramsay

Ombudsman