

The complaint

Mr M 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

Mr M acquired a used car using a hire purchase agreement signed with VWFS in September 2024. The car was collected in October 2024, when it was under five years old. Its cash price was £16,979.99, and its recorded mileage was 54,000 miles.

Mr M said that shortly after acquiring the car, he noticed a knocking noise coming from it. Under Mr M’s warranty cover, he had the car looked at and he said it was confirmed that both the car’s front driveshafts required replacing. These were repaired in November 2024, and the car was collected by Mr M.

Within a day or so, Mr M said he started to hear the knocking noise again coming from the car. The car was later inspected in December 2024 but the issue Mr M experienced couldn’t be replicated.

Towards the end of February 2025, Mr M said the car’s engine management light (“EML”) illuminated on the car’s dashboard and it showed the car had an oil pressure issue. Mr M said he was told the issue he was experiencing was possibly a timing belt failure. Frustrated with the issues the car had, Mr M asked to reject it. The car remained unused and was left at the repairing garage by Mr M.

Mr M referred his complaint to our service in May 2025. In August 2025, VWFS issued their final response to Mr M where they partially upheld his complaint, which was in relation to the driveshaft repairs. VWFS didn’t uphold the complaint in relation to the car’s timing belt.

Our investigator issued her view where she explained that she didn’t think VWFS needed to do anything further.

Mr M disagreed with the investigator’s outcome and provided further information. The investigator explained to Mr M why the information supplied didn’t change her opinion.

As Mr M disagreed with the investigator’s findings, 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 M 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 M'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 M acquired was used, under five years old, had been driven around 54,000 miles and cost around £17,000. 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.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

Had the car developed a fault?

Knocking noise heard from the car – Mr M said he experienced a knocking noise coming from the car shortly after acquiring it. I have seen an email sent to Mr M from a third-party repairer which explained that in November 2024, work was completed to the car under warranty. It was confirmed that two driveshafts had play in them and required replacement. The repairs were carried out, and the car was returned to Mr M shortly afterwards.

So, I'm satisfied the car had a fault in relation to its front driveshafts in November 2024, considering they needed to be replaced.

EML and warning lights appearing on the car's dashboard – Mr M said various warning lights appeared towards the end of February 2025. The car was investigated by the same third-party repairer in March 2025, when the car's mileage was 56,553 miles. It was initially advised an oil service and filter change was required due to the colour and viscosity of the car's engine oil when checked. Following further diagnostics, the third-party repairer said it was possibly a premature timing belt failure. However, I'm mindful that a definitive fault couldn't be determined at the time, and the failure to the timing belt was only an assumption made, based on the knowledge and experience of the mechanic who inspected the car.

Later, a diagnostic completed by a manufacturer approved dealership in January 2026, said among other things, that the car's timing belt was swollen and the battery needed to be replaced.

Considering the above, I'm satisfied there is likely a fault to the car's timing belt and battery, given the diagnostics completed by the approved dealership.

Various fault codes identified during a diagnostic check – Mr M has explained that several fault codes were found when a test was completed to the car. While I appreciate what Mr M has sent here, fault codes in themselves do not confirm a specific fault with the car. Rather it shows that there is a potential issue, which likely requires investigating further. They can be

reliable, when combined with other evidence, to show what a fault may be. But fault codes in isolation without anything else to consider, doesn't show a fault in itself. So, I'm not satisfied from what I have seen that there are other faults with the car, other than those in relation to the faults identified above.

Was the car of satisfactory quality at the point of supply?

What I now need to consider is whether the faults with the car meant that it was supplied to Mr M of unsatisfactory quality. And in order to do that, I've considered whether it was likely the faults with the car were present or developing at the point of supply or meant the car wasn't durable.

In relation to the repairs carried out to the car's driveshaft, considering the fault presented itself shortly after the car was acquired, and repairs were required within a month or so of the car being acquired, I'm satisfied the fault was likely present or developing at the point of supply. I'm satisfied this meant the car wasn't supplied to Mr M of satisfactory quality. I've gone on to think about what this means for Mr M in the next section below.

In relation to the car's battery, I'm mindful that the car remained unused for several months due to the issues Mr M experienced with it. The car was unused from around March 2025, and a fault was found to the car's battery in January 2026, following a diagnostic completed to it.

In light of this, I'm not satisfied there was a specific fault to the car's battery at the point of supply, but rather its degradation was due to wear and tear and it being left unused for a significant amount of time. My understanding is that the car's battery was working fine prior to the car being left unused and so I don't think it meant the car was supplied to Mr M of unsatisfactory quality as a result of the failure to the battery.

In relation to the car's timing belt, I'm mindful that this issue occurred around five to six months after the point of supply, after around a further 2,500 miles had been driven in the car by Mr M. I think, had this issue had been present at the point of supply, it would have presented itself much sooner, and well before it did towards the end of February 2025. And so, I don't think this issue or fault was present at the point of supply.

Mr M strongly believes that the timing belt has failed prematurely, given that he believes it should have lasted around six years, and for around 62,500 miles before failing.

I accept that I am not an expert mechanic. But from a general search online, I also agree with Mr M that a timing belt for this particular car should generally last at least six years or up to 62,500 miles, before it needs to be inspected for wear and tear and possibly replaced. So, I do appreciate Mr M's comments here, that it appears it may have failed prematurely. However, like any other component in a car, it is subject to wear and tear damage. While it is intended that no part should fail, they can. A manufacturer cannot be expected to provide an indefinite guarantee against a component part failure.

I'm also mindful that, like any other component on the car, it's performance and lifespan is dependent on how it was maintained and the car driven up to its point of failure. In this instance, it is unclear what services or works were carried out to the car for a significant period before Mr M acquired it. And I don't think this is uncommon, given the car was second-hand. Mr M has mentioned that he expected the car to have been serviced in October 2024 but believes it hadn't been. I haven't seen any firm evidence to suggest that it wasn't serviced in October 2024. But in any event, if the service history was important to Mr M before he acquired it, he could have requested further information in relation to it, such as

job sheets for the services carried out, or chosen not to progress with acquiring the car if it had been a concern to him.

Considering the timing belt failure occurred after five years and within around 6,000 or so miles from when it is recommended to be replaced, and that the timing belt is a serviceable and replaceable part, which can lead to wear and tear, I don't think there was an issue with its durability. And so, I don't think VWFS needs to do anything further in relation to it.

Remedies under the CRA

I've gone on to think carefully about the remedies available to Mr M under the CRA, and whether VWFS needs to do anything further to put things right.

My understanding is that repairs were carried out to the car's driveshafts, at no cost to Mr M, as they were repaired under warranty. While Mr M has said that the issue with the knocking noise persisted after the repairs, the evidence supplied suggests otherwise. I say this because a diagnostic completed in December 2024 says that the knocking noise couldn't be replicated. So, I'm not satisfied the repairs failed or that there was an underlying issue in relation to the car's driveshafts that wasn't put right.

Considering things, I think in broad terms, Mr M's rights under the CRA had been met, following the repairs carried out to the car. And so, I don't think VWFS needs to do anything further in relation to it.

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 M to accept or reject my decision before 14 May 2026.

Ronesh Amin
Ombudsman