

complaint

Mr F complains that the car he acquired through a hire purchase agreement (HPA) with Volkswagen Financial Services (UK) Limited (the business) was not of satisfactory quality.

background

In January 2014, Mr F acquired a used car through a HPA with the business. He says that a year later, in January 2015, he noticed rust patches on the paintwork. He says the dealer carried out an inspection and then he contacted the business which carried out a further inspection. He says the inspection showed that the car had been previously painted and the rust was a result of this. He says that he was told this could not be repaired under warranty. Mr F says the condition of the car is not consistent with a car of its age and he wants to reject the car.

The business says that the dealer confirmed the rust on the door edges of the car is a result of previous paint work on both sides of the car where the paintwork had been sanded down but not painted. It says the dealer was not aware that this had happened and that it carried out a full visual inspection before Mr F acquired the car which raised no concerns. It also says that the dealer said the issues were consistent with a car of its age and mileage.

The adjudicator said she did not think there were grounds to uphold this complaint. She said Mr F's car was around six years old and it was not uncommon for cars of this age to have minor paintwork repairs. She said these issues are reflected in the price of a used car. She also said that it was unclear to know when the repairs to the paintwork took place but there was nothing to show that the dealer was aware of these repairs.

Mr F did not agree. He said he acquired the car through a main dealer and bought a 24 month dealer warranty and the optional paintwork protection. He says the amount he paid for the car was not much less than the price of a new car.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The inspection reports show that repairs have been carried out on Mr F's car's paintwork. The reports say that the paintwork was not carried out properly as while the inside edges of the doors were sanded down they were not repainted resulting in the rust.

Mr F reported the rust problem in January 2015, a year after acquiring the car under a HPA. When Mr F entered into the HPA he also paid for a 24 month warranty and paint protection. Because of this, I find it more likely than not that Mr F would have contacted the dealer about any repair issues with the car rather than carrying them out privately. So I find it more likely than not that the paintwork repairs were carried out before Mr F acquired the car.

My role is to decide whether or not the car was of satisfactory quality when Mr F acquired it. While I accept that there is some rust on the door edges, I find that it is not unreasonable to expect some minor paint work repairs to have to be carried out on a car of this age.

Before Mr F acquired the car a full visual check was carried out and this did not raise any concerns. The business says that the dealer was not aware of any paintwork repairs on the

car. It was not until 12 months after Mr F acquired the car that he noticed the rust. Based on this I find that the car was of satisfactory quality at the time it was supplied.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 6 November 2015.

Jane Archer
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