

complaint

Mr G complains that the car he acquired through a hire purchase agreement with Volkswagen Financial Services (UK) Limited trading as Audi Finance was not of satisfactory quality.

background

Mr G purchased a brand new car in December 2016 and entered into a finance agreement with Volkswagen.

Mr G says he has experienced various problems with the car. He says the problems began in April 2017. The car has been returned to the dealership several times but it hasn't been able to replicate the issues and the faults haven't been identified.

Mr G complained to Volkswagen in July 2017 and said that he rejected the car and wanted to end the agreement.

Volkswagen arranged for an independent assessment to be carried out on the car in January 2018. The report addressed most of the issues but again couldn't replicate Mr G's reported concerns during the inspection.

Our investigator upheld the complaint. She said there were intermittent faults with the car which, given their nature and the point at which they first occurred, meant that the car was not of satisfactory quality at the point of sale.

Volkswagen didn't agree. It said that the faults hadn't been reproduced during the independent inspection or by the Audi technicians. It doesn't accept that there is any fault with the car so Mr G can't reject it. So I've been asked to look at this case

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 information from the dealership shows that the car was returned to them on several occasions. They say their technicians haven't been able to replicate the problems Mr G raised. But Mr G says that the technicians have never spoken to him when he's taken the car in. And they haven't asked about the circumstances where the problems occur.

The independent inspection was carried out in January 2018 but the report is dated "*September 2018*". And the year of registration for the car is also recorded wrongly. Mr G says the inspection was less thorough than he expected. I can't comment on what happened during the inspection but I can say that the errors make me question the care put into the process. I've noted that the car was driven just nine miles during the course of the inspection but the report doesn't say how long the inspection lasted. So I can't say how long the examiner spent trying to replicate each of the nine faults listed.

Mr G has provided this service with photographs and videos showing the faults on the car. The nature of intermittent faults is they aren't always there and are difficult to reproduce at will. So it isn't surprising that they didn't occur during the service appointments or the independent inspection.

On balance, I think the issues raised by Mr G with the dealership over a six-month period are consistent with the photos and videos he's sent to us.

Taking all of the available information into account, I'm satisfied that the car was not of satisfactory quality at the point of sale. And I think that Volkswagen has already had more than reasonable opportunity to find and fix the issues. Because of this, I'm recommending that Mr G be allowed to reject the car.

my final decision

My final decision is that I uphold this complaint. In full and final settlement Volkswagen Financial Services (UK) Limited trading as Audi Finance should:

- Put the consumer back in the position he would have been in had he never taken out this agreement.
- Cancel the finance agreement and write off any outstanding balance.
- Arrange for the car to be collected at no cost to Mr G.
- Refund the deposit and pay 8% simple interest from the date of payment until the date of Refund.
- Remove any adverse information from the customer's credit file relating to the agreement.
- Pay Mr G £200 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 27 April 2018.

Margaret Hughes
ombudsman