

The complaint

Mr R complains that the car he hired under a hire agreement with Care by Volvo Car UK Limited trading as Care by Volvo (CVUK) was faulty.

What happened

Mr R entered into a hire agreement with CVUK in March 2022. He says that in the cold months of December to March the car wasn't safe as the screen wash and wipers would freeze even though he used the correct anti-freeze. Mr R also says that one of the key reasons he chose the car was the remote heating system, but he says this has failed on several occasions. Mr R says the £50 refunded by CVUK was not an acceptable resolution for this issue. He says he is being charged for faulty goods and wants a refund of four months' rentals and an apology for being provided with faulty goods.

CVUK issued a final response letter in February 2023. It noted Mr R's complaint about the screen wash not coming through to his windscreen which he thought was due to freezing weather conditions. CVUK said that as Mr R hadn't had the car looked at by a Volvo approved retailer it wasn't upholding this part of his complaint. CVUK said that it was explained to Mr R when he called in January 2023 that the car couldn't be collected at that time but that an approved retailer could collect on 6 February. It said it wasn't its role to arbitrate between Mr R and the retailer. CVUK did uphold Mr R's complaint about not being able to precondition the car and offered him a goodwill gesture of a £50 refund because of this. It said Mr R should visit a Volvo approved retailer to have the issue diagnosed.

Our investigator didn't uphold this complaint. She said that as the car supplied was new it was reasonable that Mr R would expect it to be free from defects. She noted Mr R's comment about the wipers and windscreen fluid freezing due to cold weather conditions but said she had seen no evidence of this fault. Because of this she didn't think she could say this issue meant the car wasn't of satisfactory quality. Regarding the issue with the remote heating app, she thought the evidence Mr R had provided was inconclusive and that even if there was an intermittent fault, she didn't think this was enough to say the car wasn't of satisfactory quality.

Mr R didn't agree with our investigator's view. He said that he could provide evidence of the windscreen wiper issue and he didn't accept this was a weather-related issue as the car was new when delivered and he was using the correct product to allow for temperatures of minus 15 degrees. He said it wasn't acceptable that every time there was adverse weather that the wipers wouldn't work. He said he had reported the issue to both CVUK and the garage. In regard to the app, he said this was an integral part of the car and a reason why he chose the car he did. He said it should allow the car to be started remotely 100% of the time but this doesn't happen.

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.

Mr R entered into a hire agreement to hire a new car. Under the regulations, specifically the Consumer Rights Act 2015, CVUK can be held liable if the car wasn't of satisfactory quality when supplied. In this case the car was new when supplied and so it is reasonable that Mr R would expect the car to be fault free.

Mr R reported the issue with the screen wash not coming through to the windscreen to CVUK in January 2023. By this time Mr R had been in possession of the car for around nine months. Given the nature of the issue I think it reasonable that CVUK explained that Mr R would need to visit a Volvo approved retailer for the issue to be investigated. I understand that Mr R wanted his car to be collected but his local approved retailer wasn't able to facilitate this at the time. An offer was then made for Mr R to have his car collected but he said he had a preference for a different retailer.

I can understand why this issue has upset Mr R. He has explained he is using the required products to prevent an issue with the fluid freezing but the windscreen wash isn't coming through to the wipers in the colder months. However, I haven't any further evidence to show that the issue is due to a fault. CVUK explained that the issue should be looked at by an approved retailer and I agree this is a reasonable approach. When it was explained the collection of the car wasn't possible, Mr R didn't then take the car to be investigated, and when the offer of a collection was made, he didn't then accept this. Had the car been collected and investigated at that time this issue may have been resolved. Therefore, the fault hasn't been investigated and until this has happened, I do not find that I can say CVUK is required to do anything further.

Regarding the remote heating app, I note Mr R's comments about why this was an important feature of the car. I accept Mr R's testimony about the app not working as he expected and have looked at the videos he has sent. Mr R raised this issue in January 2023 and CVUK upheld this part of his complaint in its letter dated February 2023. It provided a goodwill gesture of £50 and said Mr R should visit an approved retailer for diagnostics to take place. I find that this was a reasonable response to the issue. I understand Mr R doesn't think that £50 is enough. But as I have no further evidence of a fault with the remote heating app and Mr R was advised shortly after raising the issue to visit a retailer to have this diagnosed, I find that CVUK's response has been reasonable.

In conclusion, as neither of the issues Mr R has raised have been diagnosed or investigated, I do not find I have enough evidence to say that there are faults present with the car that mean it wasn't of satisfactory quality. CVUK has said that the issues should be investigated by an approved retailer, and I find this a reasonable response. If faults are identified through that process, then we would expect the appropriate action to be taken. But in this case, based on the information provided as part of this complaint, I do not find that there is enough evidence to say that the car wasn't of satisfactory quality at supply.

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 R to accept or reject my decision before 6 November 2023.

Jane Archer
Ombudsman