

## **The complaint**

Miss M complains about the quality of a car she has been financing through an agreement with Volkswagen Financial Services (UK) Limited ("VWFS"), trading as Audi Financial Services.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I don't think there's sufficient evidence that the fault Miss M now says the car is suffering from was present or developing when the car was supplied to her. I don't therefore think it would be fair to ask VWFS to take any further action. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss M acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then VWFS, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Miss M. The car here was brand new so I don't think a reasonable person would expect it to have any faults when it was supplied.

The service history suggests the first fault with this car was identified about a year after it was supplied. An Ad Blue leak was repaired in July 2019. It's unclear whether this fault was present or developing when the car was supplied but, even if it was, the relevant legislation allows the business one opportunity to fix a fault in those circumstances and that's what it did.

There was no mention of any Exhaust Gas Recirculation (EGR) cooler blockage when the car was inspected at that point. I think it would be likely that such an issue would be identified if it was present.

The cooler blockage wasn't identified until Miss M had been in possession of the car for over four years and until she'd completed over 40,000 miles in the vehicle. I think any fault with the EGR cooler would have shown up much earlier if it had been present or developing from inception of the deal. I also note the car had been serviced in the preceding years, and I think it's likely such an issue would have been identified then, as well, as I note the Engine Management Light was illuminated. I can see that the health check completed in December 2022 identified some other issues e.g. transmission oil, brake fluid and tyre wear, but I think all of those issues could only fairly be considered as wear and tear; they don't lead me to conclude that the car was of unsatisfactory quality.

In those circumstances I don't think I have sufficient evidence this car was of unsatisfactory quality when supplied and I'm not asking VWFS to take any further action.

### **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 31 July 2023.

Phillip McMahon  
**Ombudsman**