

## **The complaint**

Mrs D complains about the quality of a car she has been financing through an agreement with FCA Automotive Services UK Ltd ("FCA"), trading as Fiat 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 agree with the investigator's view of this complaint. Please let me 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.

Mrs D acquired her car under a hire purchase agreement. This is a regulated consumer credit agreement and this service is therefore able to consider complaints about it.

The car should have been of satisfactory quality when supplied. If it wasn't then FCA, 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 likely include things like the age, mileage and price at the time the car was supplied to Mrs D. The car here was a little over a year old and had completed about 14,500 miles when it was supplied to Mrs D so I would not think a reasonable person would expect much wear and tear to be present.

### *mechanical issues*

Mrs D has reported a number of mechanical issues. But I'm not persuaded that any of the these were present or developing at the point of supply

I don't think a fault with the gearbox or transmission has been identified. I'm persuaded here by the independent inspector's report as he could not find any problem in this area.

I can see that the driveshaft was replaced about a year after Mrs D took receipt of the car. The work appears to have been completed at no cost to Mrs D and, as such a long time had elapsed, I don't think it would be fair to suggest the drive shaft was either faulty or developing a fault when Mrs D took receipt of the car.

Similarly, I think brake discs and pads are wear and tear items and I'm not persuaded that their replacement suggests they were faulty at the point the car was supplied. I think it's more likely that they were wearing in line with expectations.

Mrs D has reported that the car is now over revving, and the independent inspector confirmed that. But he didn't suggest the fault was likely to have been developing or present at the point the car was supplied, and I'm therefore not persuaded FCA are responsible for rectifying the issue.

I've seen evidence that Mrs D was struggling to update her satellite navigation maps, but I'm not persuaded this was a problem with the car that had been supplied as it appears to have been a registration issue that should be resolved with the dealership.

#### *the damage to the car*

Mrs D has explained that photographs provided before she took receipt of the car didn't show the damage and that she took the car away in the night time when it may not have been visible.

She complained to the dealership about the damaged paintwork and they accepted that it had been there when they supplied the car to Mrs D and that they would therefore fix it.

Mrs D asked to reject the car at that point, 20 days after taking receipt of the vehicle. She had a right to reject the car at that time as it was within the first 30 days. Mrs D has explained that the dealership said she could not reject the car. But it is clear that she eventually accepted repairs to the damaged paintwork a few days later as I've seen an email to this effect.

I'm persuaded the repairs weren't satisfactory as I can see the independent inspector noted the damage in his report, produced in January 2020.

I don't think it's fair to ask FCA to allow Mrs D to reject the car for this reason, as I think it's clear she accepted repairs in 2018. But it's also not fair for the car to still have signs of damage because Mrs D is expected to return the car in a good condition at the end of her hire term and, in its current state, I think FCA would be asking her to pay to have the damage refurbished and as the damage was clearly present when Mrs D took receipt of the car that can't be reasonable.

So, I've thought about what FCA should do to put things right.

#### **Putting things right**

Mrs D's relationship with the dealership close to home has broken down and I think she should therefore be allowed to get the damage repaired at a local body shop upon FCA's approval of a quotation for the work.

The independent inspector thought the rattling from the left-hand door was likely to have been caused by the accident damage that I'm asking FCA to repair. So, I think when completing the repair, they should also ensure the clicking from the left front door is resolved for Mrs D.

**My final decision**

For the reasons I've given above I uphold this complaint in part and tell FCA Automotive Services UK Ltd to repair the bodywork at a reputable local body shop on production of a reasonable quote from Mrs D. They should ensure that the repair includes a rectification of the clicking noise noted on the left front door.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 4 September 2020.

Phillip McMahon  
**Ombudsman**