

## **The complaint**

Mr G complains about the quality of a car he has been financing through an agreement with Ald Automotive Limited ("Ald").

## **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 know it will disappoint Ald, but I agree with the investigator's opinion. 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.

Mr G acquired his car under a hire agreement. This is 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, amongst other things, that the car should have been of satisfactory quality when supplied. If it wasn't then Ald, 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 Mr G. The car here was brand-new so I don't think a reasonable person would expect it to have any faults.

The relevant legislation says that when we consider if a car has been of satisfactory quality we should also consider whether it has proven durable. I don't think that can fairly be said to be the case here.

I think a reasonable person would expect a new car not to need a new clutch and a replacement flywheel after only 25,000 miles of driving. I note that Mr G benefitted from a maintenance contract so the car would have been maintained within the manufacturer's guidance. The driver is also an experienced driver who's explained they have about 30 years

of experience. I don't therefore think it's likely the clutch had failed because of their driving style. Had the clutch been burnt out in that manner I'd expect the issue to have occurred much earlier.

Ald have explained that there was "*bluing*" of the clutch plates and have said that suggests overheating. But I think, in the absence of more compelling evidence, it's unreasonable to suggest that demonstrates the fault occurred due specifically to "*driving style*". I can see a previous error message had been recorded on the car, at 10404 miles, and that suggested the clutch had overheated then too. But if driving style was an issue I would expect to see similar messages throughout the car's history and that wasn't the case.

### **Putting things right**

I think Ald should therefore refund the money Mr G paid to have the car repaired.

### **My final decision**

For the reasons I've given above I uphold this complaint and tell Ald Automotive Limited to reimburse the £1,748.15 Mr G paid to have the car fixed and to add 8% simple interest per year to that refund from the date of payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 August 2022.

Phillip McMahon  
**Ombudsman**