

The complaint

Ms L complains that a car supplied with finance from FCE Bank Plc trading as Ford Credit wasn't of satisfactory quality.

What happened

In August 2021 Ms L was supplied with a car and entered into a hire purchase agreement with FCE.

In April 2022 Ms L experienced an issue with the keyless entry and handbrake. The car was taken to a dealership who found that the issues were caused by the battery being low on 30% charge. This had resulted in some of the electrics not working. The battery was recharged and retested. No fault was found.

In June 2022 Ms L experienced further issues with the keyless entry. The car was taken to another dealership who found that the battery was 70% charged. The battery was recharged and retested. No faults were found.

Ms L complained to FCE and asked for the battery to be replaced. FCE didn't uphold the complaint. It said no fault had been found with the battery.

Ms L brought her complaint to this service. I issued a provisional decision in which I upheld the complaint. I said that the battery had been found to be low on each occasion the car had been to the dealership, and that the low battery was affecting the functioning of the car including the keyless entry. I said that although no fault had been found with the battery, I wasn't persuaded that the cause of the low battery was due to Ms L's driving style. I said I didn't think a reasonable person would expect a battery to drain down to 30% after only 8 months on a brand new car and then drain down to 70% after a recharge and a further 2 months of use. I found that the battery wasn't sufficiently durable and said FCE should replace it at no cost to Ms L.

I invited both parties to let me have any further evidence of arguments they wished to raise.

Ms L replied and said she agreed that the battery should be replaced. She said she thought she should receive compensation for the cost of the journeys she had made to have the battery tested, as well as for the inconvenience caused.

FCE replied and said it would cover the cost of a replacement battery. It said that Ms L could source her own battery and send the invoice, which it would reimburse. FCA said that Ms L should be aware that accessories such as dash cams will drain the power on the battery if they are left switched on.

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've considered the responses from both parties. My decision remains that FCE should meet

the costs of a new battery. I'm not persuaded that any further compensation should be awarded because Ms L has been able to use the vehicle throughout.

Putting things right

To put things right, FCE Bank Plc trading as Ford Credit must reimburse Ms L for the cost of a replacement battery. Ms L should arrange to have the battery replaced herself and should send the invoice to FCE for reimbursement.

My final decision

My final decision is that I uphold the complaint, FCE should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 23 February 2023.

Emma Davy
Ombudsman