

The complaint

Mr H complains that a car acquired under a hire agreement with Arval UK Limited wasn't of satisfactory quality because the USB connection became detached.

What happened

In December 2021 Mr H was supplied with a brand new car and entered into a hire agreement with Arval. The agreement was for an initial rental of £389.87 followed by 35 monthly payments of £389.87 which include a monthly maintenance charge.

In December 2022 Mr H tried to charge his phone in the USB charging port under the central arm rest. At the end of his journey, he noticed that his phone hadn't charged. When he went to remove the charging lead from the USB port, the port dropped out.

Mr H reported the issue to Arval, who told him to book the car in with his local main dealer to have the USB port repaired.

Mr H took the car to his local main dealer. The dealer said the repair wasn't covered under the warranty and that it would cost £380.

Mr H complained to Arval. He said he hadn't damaged the USB port and that it must've been faulty. He said the other USB port in the car wasn't working either.

Arval didn't uphold the complaint. It said it had spoken to the dealership who had confirmed that the USB mounting had been pushed in, which was indicative of damage. Arval said it wouldn't pay for repairs caused by damage.

Mr H remained unhappy and brought his complaint to this service.

Our investigator upheld the complaint. He said he wasn't persuaded that the USB had been damaged through misuse. He said the USB had failed prematurely and that it wasn't durable. The investigator said that Arval should cover the cost of repairs.

Arval didn't agree. It said the dealership had confirmed that the USB had been damaged as opposed to having failed.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr H was brand new. So I'd expect it to be of a very high standard and to remain fault free for a reasonable period of time.

I've reviewed the available evidence about the issues which Mr H experienced with the car. Based on what I've seen, I'm satisfied that there's a fault. I say this because the photos show that the USB port has fallen out. There's also correspondence from the dealership confirming the same.

I've gone on to consider whether the car was of satisfactory quality when it was supplied.

Arval's position is that Mr H caused damage to the USB port. It says that the dealership has confirmed that the USB mounting was found to be pushed in, which indicated damage, and that the costs of repair aren't covered under the maintenance contract.

Mr H denies damaging the USB port. He says he's only used it two or three times since getting the car.

The issue with the USB port occurred around a year and a half after inception of the agreement. During this time the car travelled round 5,600 miles.

I've already referenced the factors to consider under the relevant legislation. In this case, durability is one of the things I've considered, because if the USB port failed sooner than can reasonably be expected, this might indicate that it wasn't sufficiently durable and therefore not of satisfactory quality. If the car wasn't of satisfactory quality for reasons of durability, the business is responsible for repairs. This is irrespective of whether Mr H's maintenance contract covers the damage, because the liability stems from the legislation itself.

I've reviewed all of the available information about the USB port. I've also looked at the photos. I can see that the USB mounting has been pushed into the recess. But I can't be certain of how this happened. I don't think it's likely that Mr H's charging cable caused the issue because a charging cable can't be inserted in the recess beyond a certain point due to its design. Even if the charging cable did cause the USB port to be pushed in, I think it's likely that the USB port was already loose or not fixed properly into the recess.

I've taken into account the length of time Mr H has had the car. I think this is relevant because a USB port (according to information widely available on the internet) should last for around 10,000 uses. In other words, if you used the USB port three times a day, it should last for 9 years.

Taking everything into account, and in the absence of any persuasive evidence to show that Mr H caused the damage himself, I think it's more likely that the USB port wasn't sufficiently durable. This means the car wasn't of satisfactory quality and Arval need to take steps to put things right.

Putting things right

Taking the relevant legislation into account, I'm of the view that Arval should arrange for the USB port to be repaired at no cost to Mr H. When the repairs are carried out, Arval must ensure that all USB ports in the car are tested because Mr H has reported that the other ports aren't working as they should.

It's clear that Mr H has been caused some distress and inconvenience as a result of being supplied with a car which wasn't of satisfactory quality. I think it's fair to ask Arval to pay compensation for this.

My final decision

My final decision is that I uphold the complaint. Arval UK Limited must:

Arrange for the USB port to be repaired at no cost to Mr H (to include testing all USB ports in the car to make sure they are functioning correctly)

Pay the further sum of £50 as compensation for distress and inconvenience

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 November 2023.

Emma Davy
Ombudsman