

## **The complaint**

Mr M complains about the quality of a car he has been financing through an agreement with RCI Financial Services Limited, trading as Nissan Financial Services ('NSF').

## **What happened**

Mr M took receipt of a brand-new car in October 2022. He financed the deal through a hire agreement with NSF.

Within a couple of months Mr M noticed problems with the odometer and fuel gauge. He reported the issue to the dealership but, despite several visits, a fault (with the ABS module) wasn't identified or fixed until June 2023.

In light of the distress and inconvenience Mr M had experienced in that time, the manufacturer refunded one monthly finance instalment and NFS refunded another.

Mr M experienced further problems with the car and he wanted to reject it. He said he'd had issues with the handbrake, squeaking brakes and a rattle from the steering wheel and from the roof. Those faults have been referred to the dealership. They've explained that the handbrake issue wasn't a fault but was because it wasn't being operated correctly but they have been unable to identify any of the other faults Mr M complains of.

Our investigator thought the compensation provided by NSF was sufficient. She didn't think they needed to take any further action.

Mr M was disappointed. He detailed the extent of the distress and inconvenience and insisted he was still experiencing issues with the vehicle. He asked for a final decision by an ombudsman.

## **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 Mr M, but I'm not upholding this complaint. 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.

Mr M acquired his 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 NFS, 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 M. The car here was brand-new so, as Mr M has explained, I don't think a reasonable person would expect it to have any faults.

There's no dispute that there was a fault with the ABS module that caused issues with the odometer and fuel gauge. It took about six months to identify the problem and to resolve it.

I can understand that must have been frustrating for Mr M. I can see that he had to take the car back to the dealership on several occasions and he would have been naturally concerned about running out of petrol and/or the accuracy of the odometer. But he was able to drive the car in that period and benefitted from its use. Overall, I think a refund of two instalments is fair and reasonable compensation for the distress and inconvenience caused. I'm not asking NFS to pay any more.

Mr M has also complained of a problem with the handbrake but I can see it was explained this was a normal function of the car and not a fault. The interior light wiring in the roof was refitted in March 2023 and subsequent inspections by the dealership have not identified the continued presence of a fault in that area. I don't think I have sufficient evidence there is a fault with the roof rattling that hasn't already been repaired. The rattle from the steering wheel hasn't been confirmed. I can see that when Mr M took the car to the dealership in February 2024 they invited him to book a road test where this could be investigated further. I can't see that Mr M has done that, but if he does and a fault can be identified he should contact NSF to review the matter again. The dealership didn't think the squeak from the brakes was abnormal and I've not seen sufficient evidence that is a fault with the car that NSF should be liable for. Overall, I'm not persuaded there is sufficient evidence the vehicle is currently faulty and I don't think it would be fair to insist NSF approve its rejection.

### **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 Mr M to accept or reject my decision before 9 January 2025.

Phillip McMahon  
**Ombudsman**