

## **The complaint**

Mrs Q complains about the quality of a car supplied to her under a hire agreement with Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions (Novuna).

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role, resolving disputes with minimal formality.

Mrs Q took out a hire agreement in May 2024, she says she had a problem with the car almost immediately, the car went in for repair and the supplying dealership replaced the battery. Some months later Mrs Q experienced issues again, the car went in for repair and there were some delays here due to a parts shortage. Mrs Q said she had lost faith in the car and wanted to reject it.

Despite this, the car was returned to Mrs Q in September 2024 and after exploring the option to reject she confirmed the car was now working as it should, and repairs were accepted. Novuna refunded Mrs Q one monthly repayment, plus £100 towards her agreement for the inconvenience the issues had caused. But Mrs Q said she was seeking an increased amount of compensation.

Our Investigator looked into things and didn't uphold the complaint. In short, he said whilst he found the car was of unsatisfactory quality at the point of supply, successful repairs had been undertaken and accepted. Therefore, he didn't think Novuna needed to do anything further to put things right.

As an agreement couldn't be reached the complaint has been passed to me to decide.

## **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.

Having done so, I've reached the same overall conclusions as the Investigator, and for broadly the same reasons. I know this will come as a disappointment to Mrs Q, but I will explain my reasons below.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider good industry practice at the time. Mrs Q was supplied with a car under a hire agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mrs Q entered. Because Novuna supplied the car under a financial agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as

the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mrs Q's case the car was almost brand new so I think it's fair to say that a reasonable person would expect the level of quality to be higher than a used or more road worn car. And that it would be free from defects for a considerable amount of time. The car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

So, if I thought the car was faulty when Mrs Q took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Novuna to put things right.

In this instance it's not disputed Mrs Q experienced issues with the car and there was a fault with the car. Although I don't have specific evidence by way of invoices or job cards, both Mrs Q's testimony and Novuna's submissions confirm this. Both are consistent and so I have no reason to doubt the car experienced faults soon after Mrs Q acquired it.

The information I have indicates that the car was taken to the supplying dealership in June 2024 for inspections and a replacement battery. It was subsequently returned to the dealer in early August following a breakdown. It has also been confirmed by the dealer that an electrical component required replacement.

The CRA implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it is assumed the fault was present when the car was supplied unless Novuna can show otherwise. In Mrs Q's case she reported an illuminated engine management light appeared on the dashboard almost immediately after taking delivery of the vehicle. Although the battery was replaced by the dealership in June 2024, the car continued to experience issues and eventually broke down, necessitating further repairs. Given the age and mileage of the vehicle and considering that the reported problems occurred within the first six months, it is more likely than not that the car did not meet satisfactory standards at the time of supply.

The car was returned to the dealership for repairs in August 2024, but due to unforeseen delays Mrs Q said she no longer wished to keep the car. Novuna discussed the possibility of rejection with her but clarified that under the CRA, if a consumer agrees to allow a repair attempt, they cannot subsequently request a replacement or invoke the right to reject. Therefore, by consenting to the repair, Mrs Q relinquished her right to reject the vehicle.

Whilst I appreciate there had been a delay with the repairs I don't think this was down to something Novuna could reasonably foresee. The car was eventually repaired and returned to Mrs Q in September 2024 and from the contact notes I've been provided with I can see she informed Novuna she no longer wished to pursue rejection.

In my view, the crux of this complaint is whether Novuna has now done enough to put things right. I appreciate Mrs Q is seeking an increased amount of compensation but I'm afraid I don't think this would be fair or reasonable. As outlined above, it's acknowledged that the repairs may have taken longer than initially anticipated, primarily due to the dealership awaiting delivery of necessary parts. But I don't think it's fair to hold Novuna responsible as it was beyond its control and resulted from external factors. Notwithstanding this, and in

addition to reimbursing a full monthly rental amount Novuna applied a further £100 to Mrs Q's account in recognition of the inconvenience she experienced. Given that Mrs Q had use of a courtesy vehicle for the majority of the time she was without a car, the steps taken by Novuna is in my view fair and consistent with what this Service would normally expect.

Mrs Q expressed dissatisfaction with the courtesy car provided, she said it was not adequately sized when compared with her car. She indicated that this contributed further to her inconvenience. Having reviewed Novuna's contact notes I can see she had received a courtesy car similar to the one she had under her agreement. Further, she had expressed satisfaction with the vehicle. So, I don't think Novuna need to do anything further on this point.

In summary I've outlined why the car was of unsatisfactory quality at the point of supply, but I'm also satisfied that the repairs taken place appear to have resolved the issues. And so, I won't be recommending Novuna do anything further to put things right.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Q to accept or reject my decision before 27 August 2025.

Rajvinder Pnaiser  
**Ombudsman**