

## **The complaint**

Miss G complains that a car supplied to her under a hire agreement with Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions (NVS) is of unsatisfactory quality.

## **What happened**

In December 2024, Miss G took delivery of a brand-new vehicle acquired through a hire agreement with NVS. The agreement was for 48 months, with an initial rental of £1,959.91 to be followed by 47 monthly rental payments of £326.65.

Miss G explained that around two days after she took delivery of the vehicle, she noticed noises and rattling coming from the windows and ceiling of the car. Miss G has said that the noise can be unbearable and cannot drive the car due to the noise causing inconvenience and headaches. After notifying NVS of the issue, a technician was sent out to check the vehicle. Miss G said the technician confirmed a noise coming from the dashboard and to take it to a garage for repairs. Miss G then asked to reject the vehicle under her short-term right to reject as laid out by the consumer rights act 2015 (CRA).

NVS responded to say that there isn't evidence of a fault, but the technician did notice a slight noise coming from the dashboard, that would require investigation by a main dealer to identify if there is a fault or not.

Miss G was unhappy with this, and I've seen emails where NVS offer to help with having the vehicle seen by a main dealer, however Miss G was unwilling to do this, and believed the presence of the noise confirmed there was a fault meaning she was within her rights to reject the vehicle.

NVS issued its final response to the complaint where it didn't uphold the complaint due to lack of evidence of a fault. Miss G didn't agree and as such, brought her complaint to this service, where it was investigated by one of our Investigators. The investigator didn't uphold Miss G's complaint. The investigator explained there wasn't evidence of a confirmed fault, and that further investigation was needed to see if there was a fault or not. As there was currently no evidence of a fault, the investigator explained that the car was of satisfactory quality when it was supplied.

Miss G didn't agree with this, explaining that the noise itself is a fault, and that a new car does not require an appointment at the garage. Miss G added that this is a bigger fault requiring dismantling of the car, the garage would require to open the car's dashboard completely in order to establish and repair the fault and that most certainly they will not be able to repair the noise. Miss G also added that she had a different vehicle from a different manufacturer in 2022 that was delivered with the same noise fault and they eventually agreed it was faulty. As Miss G didn't agree with the investigator's outcome, I've been asked to review the complaint and make a final 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.

Miss G acquired a car under a hire agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Miss G's complaint about NVS. NVS is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory, fit for purpose and as described". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

In this case, Miss G acquired a brand-new car. As this was a new car it is reasonable to hold it to a higher standard than an older car or one that is more road-worn. It is reasonable that Miss G could expect to use it free from defects for a significant period of time.

I've reviewed what we've been provided with about the noise issues Miss G explained she experienced with the car. Based on the information I have available, I'm not able to say there was a fault with the car. I say this because I have nothing to show the car suffered faults in the way Miss G has described. I don't doubt what Miss G has said is true to the best of her knowledge, however for me to say the vehicle had a fault, I'd need to see evidence of it. I can see Miss G has explained the noise and the impact on her, and I can see a call note regarding the technician's visit where it is reported they took the vehicle on a short road test over an uneven road, with a very slight noise coming from the dashboard area and advised Miss G it would need to be booked to a dealer.

I'm persuaded the vehicle needed further investigation based on the information available. NVS say this was to determine if there was a fault, and if so, what was causing the fault and Miss G says that the noise itself is a fault so didn't want to take the car to a dealership for further clarification. I think it is reasonable if a fault cannot be confirmed by the technician and that they recommend further investigation, that the car is inspected to obtain evidence of if there is a fault or not.

It is reasonable that some noises aren't necessarily a fault, but if there was documented evidence from the inspection to show that there was a noise that was pinpointed as a fault and the reasons behind this, Miss G would likely have been within her rights to reject the vehicle under her short-term right to reject as laid out by the CRA. However, Miss G has not allowed the vehicle to be inspected at a main-dealer as recommended, to gather evidence of if there is a fault or not or supplied any other evidence to show there is a fault and as such I don't have evidence to persuade me that there is a fault with the vehicle.

As there is no evidence of a confirmed fault, and I'm not persuaded that the noise presented here is a fault in itself based on the information I have available, it follows that I'm not persuaded the vehicle was of unsatisfactory quality when it was supplied. I acknowledge what Miss G has said about a previous car, however, this is not evidence that her current car has a fault.

### **My final decision**

Although I acknowledge why Miss G is unhappy with what's happened, particularly as she has had what she describes as a similar issue previously, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 16 September 2025.

Jack Evans  
**Ombudsman**