

The complaint

Mr E complains that a car that was supplied to him under a hire agreement with Mitsubishi HC Capital UK plc, trading as Novuna Vehicle Solutions, wasn't of satisfactory quality and about the compensation that it's paid him for some issues with the car.

What happened

A new car was supplied to Mr E under a hire agreement with Novuna Vehicle Solutions that he signed in September 2022. The minimum hire period was 36 months and Mr E paid an initial rental of £2,839.10 and agreed to make 35 monthly rental payments of £236.59 to Novuna Vehicle Solutions. He also made a payment of £556.56 for service and maintenance of the car and he agreed to also make 35 monthly payments of £46.38, so the total monthly rental and maintenance payment was £282.97.

Novuna Vehicle Solutions had booked a service appointment at a garage in October 2024 but when Mr E arrived he was told that no appointment had been booked. A service took place a week later but Mr E says that he raised a brake issue and was told that the brakes were fine after the service. Mr E says that a mechanic looked at the car's brakes and said that the brake pads had completely worn down so he contacted Novuna Vehicle Solutions and it arranged for the car to be seen by a different garage in November 2024. It replaced the brake discs and pads and the front shock absorbers, which was paid for by Novuna Vehicle Solutions.

Mr E complained to Novuna Vehicle Solutions about these issues later that month and it upheld his complaint. It apologised for Mr E's experience and credited £125 compensation to his bank account and said that the garage would arrange for a £100 e-Voucher to be sent to him. It also refunded four day's rental to Mr E for the time that the car was off-road. Mr E wasn't satisfied with its response so complained to this service.

His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She thought that the car was of satisfactory quality when it was supplied and she didn't think that it would be fair to ask Novuna Vehicle Solutions to do anything more to resolve Mr E's complaint.

Mr E didn't accept the investigator's recommendation and has provided a detailed response in which he describes what happened and the issues that he was caused. He says that he'd like his complaint to be considered by an ombudsman as he doesn't feel that the full seriousness of the situation, the inconvenience which Novuna Vehicle Solutions caused, the incompetence which it demonstrated throughout the resolution, and the impact on his mental health has been taken into account. He also says hasn't received the £100 gift card from the garage but hasn't chased it as he's not satisfied with the outcome of his complaint.

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.

Novuna Vehicle Solutions, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr E. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr E was a new car and I consider that it was reasonable for him to expect that it would be free from even minor defects.

Mr E says that he raised an issue about the car's brakes with a garage in October 2024 and that a mechanic looked at the car's brakes in November 2024 and said that the brake pads had completely worn down. A different garage performed a two year service on the car later that month and it replaced a pollen filter, the front brake discs and pads, and the front shock absorbers and arms. The total cost of the work was £827.39, which was paid for by Novuna Vehicle Solutions under the terms of the hire agreement. That was more than two years after the car was supplied to Mr E and the invoice for the work shows that the car had been driven for 28,434 miles in that time.

I've seen no evidence to show that Mr E had complained to the dealer or to Novuna Vehicle Solutions about any issues with the car's brakes until October 2024 or that any issues with the car's suspension were identified before November 2024. Those issues were repaired by a garage in November 2024 and I consider that the repairs were a fair and reasonable remedy for the issues with the car. I'm not persuaded that those issues caused the car not to have been of satisfactory quality when it was supplied to Mr E.

Mr E complained to Novuna Vehicle Solutions about the issues that he'd experienced later that month. It upheld his complaint but he wasn't satisfied with its response so complained to this service. In his complaint form he says that: its response doesn't take into consideration the impact that it has had on his life; he's paying it to ensure it maintains the car safely and correctly, which wasn't done; he hasn't been provided with an alternative garage going forward; and he doesn't think that Novuna Vehicle Solutions has compensated him correctly for the amount of stress, guilt and inconvenience it has caused him.

Novuna Vehicle Solutions had provided a detailed response to Mr E's complaint. It said that there was no evidence of a fault with the car's suspension until it was brought to its attention in November 2024 and it promptly authorised for the remedial work to be completed. It refunded four day's rental to Mr E for the time that the car was off-road. Mr E said that the car had been scratched by the garage and it asked him to provide an image of the scratch so that it could ensure that he wasn't charged for it upon when the car was inspected at the end of the hire period. It said that it had contacted its booking team to advise that Mr E didn't wish to use either of those garages in the future. It apologised for Mr E's experience and credited £125 compensation to his bank account and said that the garage would arrange for a £100 e-Voucher to be sent to him. Mr E says that he hasn't received the e-Voucher but, if he does want the voucher, I suggest that he now contacts either the garage or Novuna Vehicle Solutions about it.

I consider that Novuna Vehicle Solutions' response to the issues that Mr E had experienced was fair and reasonable in the circumstances. It's clear that Mr E feels that he should receive more compensation for the distress and inconvenience that he's described, so I appreciate that my decision will be disappointing for him. I'm not persuaded that it would be fair or reasonable for me to require Novuna Vehicle Solutions to pay any further compensation to Mr E or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 30 September 2025.

Jarrold Hastings
Ombudsman