

## **The complaint**

Mr G complains that RCI Financial Services Limited trading as Mobilize Financial Services ("RCI") supplied him with a car which wasn't of satisfactory quality.

## **What happened**

In March 2021 Mr G entered into a four-year hire purchase agreement for a car. The car was just over one-year old and had a mileage of 5,666. On the 48th month of the contract Mr G could either pay a lump sum (balloon payment) and keep the car or return it and end the agreement.

In February 2024 the car broke-down and Mr G called a roadside assistance company. They diagnosed an issue with the up pump and the car was towed to a garage ("Garage 1") for repairs. Garage 1 undertook repairs in March 2024 and replaced the under seat fuel pump and filter. The cost of these repairs was £1,316.85. However, the car wouldn't start, and Garage 1 diagnosed a fault with the ECU which they couldn't clear and it told Mr G it would need to go back to the dealership.

At this time the car's mileage was 48,310.

Mr G tried to take the car to the main dealership of the company from which he'd acquired it but they said they couldn't look at it due to capacity and he should instead take it to a specialist garage ("Garage 2").

Mr G then arranged to take the car to Garage 2 who specialised in this make. There was a delay before Garage 2 was able to undertake repairs in April 2024. Garage 2 found an issue with the car's battery which was replaced but said they would need further time to investigate whether there were any other issues. Garage 2 then diagnosed that the main fuel pump was faulty due to pressure failure and that this would need to be replaced. They also recommended that the timing belt be changed. Garage 2 quoted repair costs of £2,669.12 in total. Mr G agreed to these repairs.

In July 2024, while undertaking the repairs, Garage 2 found that there was an Adblue tank failure and provided Mr G with a further quote of £3,056.81 to replace the tank.

Mr G raised a complaint with RCI about the faults with car and the cost of the repairs. In September 2024 RCI said that it was unable to uphold Mr G's complaint as the car did not have an extended warranty in place and it was his responsibility to maintain it.

Mr G was unhappy at RCI's response and complained to this service. Our investigator recommended that his complaint should be upheld. She said that the fuel pumps and Adblue tank should have lasted around 100,000 miles and had failed prematurely meaning that they weren't reasonably durable. However, the investigator said she thought the battery failure and issues with the timing belt would have been due to fair wear and tear and so these repairs would be Mr G's responsibility.

Our investigator said that due to the failed pumps and Adblue tank she wasn't satisfied the

car was of satisfactory quality as there was no evidence these parts had failed due to a failure to maintain the car by Mr G. She said it would be fair for RCI to pay towards the costs of the repairs Mr G had already paid for.

Our investigator said that due to the faults with the car, Mr G hadn't been able to use it since February 2024 and it would be fair for RCI to reimburse him his monthly payments made under the agreement from then to date. She said it also would be fair for RCI to reimburse the costs of the repairs at Garage 1 and pay £1,500 towards the costs of the repairs by Garage 2 (deducting the costs of the timing chain).

Mr G hadn't gone ahead with the repairs to the Adblue tank, and our investigator said since the actual cost of these repairs could be higher than the £3,056.81 quoted (the cause of the tank's failure was unknown) that when looking at the value of the vehicle these repairs appeared to be uneconomical. She said it would be fair for Mr G to now reject the car, end the agreement and have his deposit reimbursed.

Our investigator said it would be fair for RCI to reimburse Mr G the £185 and £85 fees he paid to have the car towed to Garage 1 and then on to Garage 2. And in addition, she said, it would be fair for RCI to pay Mr G £100 compensation for the delay in dealing with his complaint.

Mr G has agreed with our investigator's view, but RCI disagrees. It says there are a number of points it would like to have considered. Firstly that the car hasn't been seen by the supplying dealer since April 2023; that the car has covered 42,644 miles since purchase (which was over three years ago); that the car passed its last MOT outside of the supplying dealership group in November 2023 with no concerns; that there was a missed service in 2023; that the repairs undertaken by Garage 1 at a cost of £1,316.85 (3 years after sale and 42,644 miles) had not worked, that there is no evidence of what has caused the faults e.g. an Independent Inspection and that durability seems to be on assumption rather than based on facts and that Mr G has not provided evidence that there's an underlying issue.

As the parties were unable to reach an agreement, the complaint was passed to me. I issued a provisional decision along the following lines.

When looking at this complaint I needed to have regard to the relevant law and regulations, but I wasn't bound by them when I considered what would be fair and reasonable.

As the hire purchase agreement entered into by Mr G was a regulated consumer credit agreement, then this service was able to consider complaints relating to it. RCI was also the supplier of the goods under this type of agreement and responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 there is an implied term that when goods are supplied the quality of the goods is satisfactory. The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods.

Here the car was just over a year old and had a mileage of 5,666 so would have suffered minimal wear and tear to its components meaning repair and maintenance issues wouldn't have been expected to arise until after a reasonable period of time.

Mr G had had the car for around three years and had driven over 42,500 miles in it in that time so issues of wear and tear and items needing repair were likely to arise.

Under the Consumer Rights Act 2015 if a fault arises with goods within the first six-months from it being acquired by the consumer then it is presumed the goods weren't of satisfactory quality from the point the contract started unless there is evidence provided which establishes this isn't the case. After six-months, evidence is required to show that the fault was either inherent with the goods or that they weren't reasonably durable.

Here, the evidence was in the form of invoices and estimates, the car hasn't been independently inspected and so no report on its condition had been provided. And although such a report would have been helpful had it been prepared when the fuel pump failure had been diagnosed, now I thought that with the amount of time that had passed and with some repairs having been undertaken, that such an inspection would be unlikely to be able to identify the cause/s of the faults.

I'd seen that when the car broke down in February 2024 and had been taken to Garage 1, a fault with the under-seat fuel pump was diagnosed, and repairs were completed. However, this did not fix the car, and it subsequently had to be taken to Garage 2. I was unclear why Garage 1's fix hadn't picked up on the issue with the high pressure pump which Garage 2 diagnosed. I appreciated it was likely the fault with the under-seat pump had caused the damage to the high pressure pump but there was also a possibility Garage 1 had misdiagnosed the issue, and the fault was always with the high pressure pump. However, where evidence was missing then I must decide what was the most likely thing to have happened.

I was aware that fuel pumps are reasonably expected to last for 100,000 miles so I thought the investigator's conclusion that, here, these parts weren't as durable as reasonable expected had been fair. Since I hadn't seen any evidence that it was any action of Mr G's that had caused the problem such as putting the wrong fuel in the car then I thought that it was more likely than not there had been a fault with both of the fuel pumps which had required repair. So, I thought there was an issue with durability and the car hadn't been of satisfactory quality at its point of supply.

Under the Consumer Rights Act 2015, a business has one right of repair and if that doesn't fix the issue then the consumer has a right to reject the goods. But here, I couldn't say that the first repairs had been sufficient and a new issue with a different pump had arisen since the car hadn't worked after the under seat fuel pump had been replaced. Due to the lack of evidence, I couldn't reasonably say that there were two separate and distinct faults with the fuel pumps. I thought the likelihood was that one fault had caused the other so that Garage 1 hadn't completed the required repairs which wasn't RCI's fault. I thought it was fair then for RCI to be able to have both repairs undertaken and that this wasn't a failed repair such that Mr G had the right to reject the car because Garage 1's fix didn't work.

In these circumstances I thought that it would be fair for RCI to reimburse Mr G the costs of those two repairs to the fuel pumps. I also agreed with our investigator that the repair to the timing chain and battery were items which would have required maintenance and repair due to wear and tear and so I wouldn't ask RCI to reimburse those costs.

However, I reached a different conclusion in respect of the Adblue tank. The Adblue tank is separate to the fuel system and as the fault with Mr G's car was lack of fuel rather than over-fuelling, I couldn't see a likely connection between the failure of the fuel pump and a fault with the Adblue system. I was also aware that faults with the Adblue tank can arise for a number of reasons not just lack of durability. I didn't think I had enough evidence to say this fault was more likely than not to have been due to an issue with the durability of the Adblue

system.

So, while I appreciated this would be of disappointment to Mr G, I didn't think it was fair to consider RCI responsible for the Adblue tank repair, Mr G has had the car for a round three years and has been able to drive in excess of 40,000 miles in it. I had no evidence as to the cause of this issue. This meant that I didn't think it was reasonable for Mr G to reject the car because it may be uneconomical to fix due to the additional cost of the Adblue repair.

In place of the settlement proposed by our investigator, I instead asked RCI to do the following:

- As Mr G hadn't been able to use the car since February 2024 due to the faulty fuel pumps – it should reimburse his monthly payments made under the agreement between February up to and including July 2024 when those repairs had been undertaken.
- As RCI wasn't responsible for the repair to the Adblue tank, then it wasn't its fault Mr G couldn't use the car due to those repairs not being made. I thought Mr G remained liable for the monthly payments for the car from August to the point the contract ended.
- Reimburse Mr G the cost of the repairs to the fuel pumps - £1,318.85 for the repairs carried out by Garage 1 and £1,500 for the repairs carried out by Garage 2.
- Reimburse Mr G's transport fees of £185 and £85 for having the car towed to Garage 1 and Garage 2 for repairs once Mr G has provided proof of these expenses.
- Simple interest at the yearly rate of 8% should be added to the above reimbursements from date of payment to date of settlement.
- As RCI has been slow in dealing with Mr G's complaint, and this had caused him unnecessary distress and inconvenience. I thought £100 compensation was fair.

I appreciated the agreement had now ended and I understood that Mr G had either returned the car or attempted to do so. RCI would therefore need to liaise with him about the cost of any repairs to the Adblue tank. I would expect it to show forbearance in any arrangement made.

Both Mr G and RCI have raised issues that they asked me to consider about my provisional decision.

Mr G said that there had been a stark difference between the view of the investigator and my provisional decision. He said the money for repairing the Adblue tank was no longer available.

Mr G explained that the roadside assistance company had recommended he have the car towed to Garage 1 as the dealership had moved location and was much further away. He also said he wasn't now able to provide documentary proof about the costs of having the car towed to Garage 1 and then on to Garage 2 as he has lost the receipt for the first tow and paid cash for the second.

Mr G said that Garage 1, after carrying out the first repairs, had told him he had to take it to a manufacturer approved garage due to it having a fault with the ECU. He pointed out I had made an error when quoting the cost of that repair which had been £1,316.85.

Mr G said he agreed that the liability of RCI for the second set of repairs should be limited to £1,500.

Mr G said the issue with the Adblue tank was a mystery and no fault had shown on the dash prior to it being found. He said Garage 2 had said it may have been a fault with the integral CPU card which meant the issue hadn't shown. He said he had checked the Adblue level and had followed the service schedule set by the manufacturer.

Mr G also said that at the end of the agreement, he hadn't wanted to keep the car due to the outstanding repairs. He said as the car was with Garage 2, that garage had asked for RCI's contact details. He said he had been told there were storage costs. Mr G said he had received a default notice from RCI in April 2025 that been temporarily withdrawn while his complaint was with this service.

RCU asked for clarification as to the costs of the repairs to the fuel pumps. It asked why the second repair was £1,500 as no invoice for that amount had been provided. It also asked why it was being asked to reimburse the costs of the first repair at Garage 1 if that repair had failed. RCI said Mr G should seek to recover that cost from Garage 1.

### **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 have reviewed the conclusions I reached from the evidence that has been provided and looked at what Mr G and RCI have said, but I haven't changed my view.

In respect of the two repairs to the fuel pumps, as set out above, I don't think I can reasonably say on the evidence I have, that Garage 1 failed to repair the car, rather it had failed to complete all of the repairs. I think it's more likely than not that the faults with the two fuel pumps were related and Garage 1 had repaired one but not the other pump.

While I appreciate Garage 1 isn't a dealership linked to RCI, I don't think Mr G's use of that garage was unreasonable. He had to have the car towed for repairs and the dealership from which it had acquired the car had moved and so wasn't available to him. This garage was recommended and was also local.

While I don't know why Garage 1 didn't find the fault with the high pressure pump, I'm satisfied that both fuel pumps had needed repair and that they shouldn't have failed when they did. I still think this means the car wasn't as durable as would be expected and so wasn't of satisfactory quality. I therefore think that RCI is responsible for the costs of these two repairs.

The first repair to the under seat pump was £1,316.85 and I apologise that I missed the 6 from the end of the figure in my provisional decision. I think it's fair for RCI to reimburse that amount in full to Mr G.

RCI has queried why the second set of repairs doesn't have an invoice of £1,500. This is because Garage 2 undertook a number of additional repairs on the car including to the timing belt which is an item that would have been experience wear and tear so wouldn't have been a durability issue/fault. The total invoice from Garage 2 was for £2,669.21 of which £1,500 was for the repairs to the high pressure pump. I'm satisfied that it is fair for RCI to reimburse Mr G the amount of £1,500.

Mr G has explained he can't provide documentary proof of either of the costs of towing the

car to Garage 1 and Garage 2. I think it is fair for these two payments to be reimbursed despite the lack of corroborating evidence. The car wasn't drivable and had to be towed to Garage 1 which wasn't then able to fully repair it, so it had to be towed a second time to Garage 2. I'm asking RCU to pay for both of these as it was responsible for the costs of those repairs.

Mr G has accepted the cause of the fault to the Adblue tank is unknown. I have set out above why I can't reasonably say this was a durability issue. Faults with the Adblue system can arise for a number of reasons. I still don't think I have enough evidence to say that the Adblue tank wasn't as durable as would reasonably be expected so I don't think this fault means Mr G is entitled to reject the car.

I appreciate my decision is a very different to the view of our investigator, but I must make my own decision on the evidence as to what I think is a fair outcome. I'm aware that my decision will have a financial impact for Mr G but having carefully looked at the evidence I still think my decision is fair and reasonable.

Mr G has raised that there may be storage costs for the car and that RCI has issued a default notice in respect of his account. However, the costs that may arise from the agreement having now ended are not something I can consider because RCI hasn't made any decision about that yet. And if Mr G disagrees with RCI's handling of the end contract charges then he is entitled to complain to it, and, if unhappy at its response, he can make a new complaint to this service. Here, my remit is to decide whether the car had been of satisfactory quality and whether Mr G had been entitled to reject it.

So for the reasons set out above, I'm partially upholding Mr G's complaint.

### **Putting things right**

I'm asking RCI to do the following:

- Reimburse Mr G his monthly payments under the agreement between February up to and including July 2024 when the fuel pump repairs were completed.
- Reimburse Mr G the cost of the repairs to the fuel pumps - £1,316.85 for the repairs carried out by Garage 1 and £1,500 for the repairs carried out by Garage 2.
- Reimburse Mr G's transport fees of £185 and £85 for having the car towed to Garage 1 and Garage 2 for repairs.
- Simple interest at the yearly rate of 8% to be added to the above reimbursements from date of payment to date of settlement.
- Pay Mr G £100 compensation for the distress and inconvenience caused by its handling of his complaint.
- To liaise with Mr G as to the cost of any repairs required to the Adblue tank. I would expect it to show forbearance in any arrangement made.

### **My final decision**

For the reasons set out above I'm partially upholding Mr G's complaint. I'm asking RCI Financial Services Limited trading as Mobilize Financial Services to do the following:

- Reimburse Mr G his monthly payments under the agreement between February up to

and including July 2024 when the fuel pump repairs were completed.

- Reimburse Mr G the cost of the repairs to the fuel pumps - £1,316.85 for the repairs carried out by Garage 1 and £1,500 for the repairs carried out by Garage 2.
- Reimburse Mr G's transport fees of £185 and £85 for having the car towed to Garage 1 and Garage 2 for repairs.
- Simple interest at the yearly rate of 8% to be added to the above reimbursements from date of payment to date of settlement.
- Pay Mr G £100 compensation for the distress and inconvenience caused by its handling of his complaint.
- To liaise with Mr G as to the cost of any repairs required to the Adblue tank. I would expect it to show forbearance in any arrangement made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 July 2025.

Jocelyn Griffith  
**Ombudsman**