

The complaint

Mrs H complains about the quality of a used car she acquired through a hire purchase agreement (HPA), financed by RCI Financial Services Limited trading as Nissan Financial Services (RCI).

Mrs H is represented in this complaint by her husband Mr H but, for ease, I'll refer to Mrs H directly throughout my decision.

What happened

In April 2021, Mrs H acquired a used car. The cash price of the car was £7,919. Advance payments totalling £901 were made towards the cash price, with the balance paid through a HPA, financed by RCI. Mrs H committed to making 47 monthly repayments of £176.24 followed by a final repayment of £176.16. The car was around 63 months old and had covered 32,718 miles when Mrs H acquired it.

Mrs H says in November 2023, without prior warning, the car displayed multiple warning lights advising her to pull over. She says roadside assistance attended and diagnosed the car had a significant issue with the engine's cylinders resulting in zero compression.

Mrs H says after being told by the supplying dealership they were unable to look at the car immediately, she took it to an independent garage and was told the loss of compression was almost certainly due to the failure of either the timing chain or the turbo. As the garage refused to examine the car further due to all previous service history having been carried out exclusively by the manufacturer, Mrs H then arranged for it to be taken to the supplying dealership.

After examining the car's cylinder head, Mrs H said the supplying dealership told her there had been an engine misfire and they'd found scoring on the cylinder ball. She says she was told the car would need a new engine costing around £7,500.

Mrs H says she was later told by the supplying dealership; to determine the cause of the cylinder failure, they could do an engine strip-out however it would cost £750 which Mrs H wasn't prepared to pay.

In January 2024, Mrs H says RCI told her they didn't contribute towards engine strip-outs and because the car was outside of warranty, which had already been extended to seven years, neither were they prepared to make any contribution towards the repairs.

Mrs H raised a complaint. In resolution, she wanted the car replaced, or for the engine to be repaired without any cost to her.

In February 2024, RCI sent Mrs H their final response confirming the supplying dealership had advised them the car requires a new engine, but they didn't uphold her complaint. They said due to the age of the car and it being outside of warranty, Mrs H was solely responsible for paying any costs relating to both servicing and maintenance, as well as repairs.

Mrs H remained unhappy, so she asked the Financial Ombudsman Service to investigate her complaint, saying a car with an exclusively manufacturer authorised service history and relatively low milage should not be expected to have a catastrophic mechanical failure of this nature.

Our Investigator looked into things and upheld Mrs H's complaint. In summary, she said she didn't think the car was durable at the point of supply and that therefore RCI should arrange for and cover the cost of repairing it.

Our Investigator also said RCI should refund any payments Mrs H had made since November 2023, pay interest on any amounts refunded and pay her £200 to reflect the distress and inconvenience caused.

RCI responded and said it didn't agree with our Investigator's view. They said the car was of significant age and over two and a half years had passed since Mrs H acquired it. Further they said they'd only received anecdotal evidence of a fault with the timing chain or turbo and that Mrs H had refused to authorise the assessments that would be required to find the cause of the issue. They also didn't think it was reasonable they were being asked to refund Mrs H's repayments since November 2023 as it was her that had delayed things by not authorising the assessment.

RCI provided comments from both the manufacturer and supplying dealership to support their stance.

In summary, both the manufacturer and supplying dealership said Mrs H had failed to authorise the investigation required to fully understand the nature of the failure and noted the cars age and both the time passed and milage covered since it was acquired by Mrs H.

The supplying dealership also said:

"we know from experience that if oil is not regularly checked and topped up as recommended not only by Nissan GB but all manufacturers (this is recommended at monthly intervals) then this can cause loss of pressure and lack of lubrication which will ultimately lead to a mechanical failure not dissimilar as seen in this case."

The manufacturer said they felt key points had been ignored by our Investigator because she'd not addressed the fact Mrs H had experienced juddering the week prior to the failure which had been ignored. They also said:

"while the dealership advised that there was a chance of the engine failing due to a potential timing chain or turbo issue, we feel that the fact that the engine was starved of oil was completely ignored by the adjudicator."

And they said this was important because:

"low oil levels can damage both the timing chain as well as the turbo as both these parts rely on proper lubrication to ensure their longevity."

The manufacturer added they initially offered to look at a potential gesture of goodwill if evidence was provided that the failure wasn't driver induced, but on further review they now considered it obvious that the engine had likely failed due to it having been both driven starved of oil and as a result of Mrs H's continuous use despite her experiencing juddering.

Mrs H commented on RCI's response, saying she'd been asked to pay £750 without any assurances a conclusive cause of failure would be determined or that any contribution would

be made to the repairs.

She added having spoken to the garage that first inspected her car after the failure, they'd told her for the cylinder to have suffered scoring, something metallic must have entered the engine and this could only sensibly have been caused by the failure of either the turbo or the timing chain – both of which failures would logically result in the oil levels being low.

Mrs H also said RCI's understanding of the juddering she'd previously experienced, and which was noted on the job card, was incorrect.

The job card completed by the supplying dealership after the car's failure said:

"INVESTIGATE RECOVERED IN

ALL WARNING LIGHTS ON DASHBOARD

THE WEEK PREVIOUS A JUDDERING FROM THE ENGINE

FUEL FLUSH PUT THROUGH SYSTEM"

Mrs H explained she'd experienced a slight juddering around 3 to 4 weeks prior to the failure when the engine was cold and in low gear. She said once running for a short period of time, the juddering ceased but regardless she called the supplying dealership and spoke to the service department.

Mrs H says she was told it didn't sound urgent, and they were very busy so wouldn't have time to look at the car for a few weeks but if the problem persisted, to call them again. On the advice of an independent garage, Mrs H says she added a specialist injection cleaner to the fuel tank. After Mrs H's next trip in the car she said the juddering ceased.

Lastly, Mrs H raised her concern that due to the car having been inactive for a period of time, the battery would be without charge, so she asked for this to be considered as something that needed to be changed prior to the car being returned to her.

Our Investigator wasn't persuaded to change her opinion, so because RCI remained unhappy and a resolution couldn't be reached, this complaint has come to me to decide.

I sent both Mrs H and RCI my provisional decision on 24 June 2025. I explained that while I'd reached the same outcome to that of our Investigator, what I thought needed to be done to put things right differed. In my provisional decision I said:

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 think RCI need to do something differently to what our Investigator said they should do in order to put things right. Because of that, this decision will be provisional, and I'll give both sides a chance to comment before I make my final decision. I'll explain my reasons below.

But first, I'm aware I've summarised this complaint in far less detail than has been provided, and I've done so using my own words. No discourtesy is intended by this. Instead, I've concentrated on what I think are the key issues here. Our rules allow me to do this.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't

need to comment on every detail or address every point to be able to reach what I think is the right outcome in the circumstances of this complaint.

Where evidence is incomplete or inconclusive (as some of it is here), I've reached my decision on the balance of probabilities, deciding what I consider most likely to have happened in light of the evidence that is available and the circumstances of this complaint as a whole.

First, as this complaint concerns the quality of goods, in this case a car, supplied through a regulated HPA Mrs H entered into, I'm satisfied this is a complaint we can consider.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there is a statutory right for the goods to be of satisfactory quality. It's important to say in this case, the CRA specifically states durability is an aspect considered when assessing if goods are of satisfactory quality.

To be considered satisfactory, the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and all other relevant factors.

Here, Mrs H acquired a used car which had covered 32,718 miles and cost £7,919. So I think a reasonable person would not have the same expectation of quality in comparison to a newer model, which had less mileage on the odometer. But, I still think they would expect the car to be free from any major defects and would expect trouble free motoring for both some time and distance.

It's clear from the evidence I've seen there is a fault with the car. It's not in dispute the car suffered a catastrophic engine failure in November 2023 and has been off the road since. What I need to consider in this case is whether the car supplied to Mrs H was of satisfactory quality or not.

After the failure, Mrs H says she was advised by both roadside recovery and an independent garage that the car's engine had suffered a loss of compression, with the latter advising her the cause was almost certainly due to the timing chain or turbo failing.

RCI say just because there is an issue, it doesn't automatically lead to a conclusion the issue was caused by a manufacturing defect or even one that was developing at the point of sale. They also say the onus is on Mrs H to demonstrate this was the case – which she's not done.

I've thought carefully about this, but I'm not persuaded it's reasonable in the circumstances of this case to place this expectation on Mrs H. I'll explain why.

In an attempt to identify the cause of the failure, Mrs H says she was asked to pay £750 for the engine to be stripped out. But this gave her no guarantee the cause would be identified.

And in any case, the manufacturer's subsequent comments to RCI point to Mrs H's continued use of the car despite admitting it was suffering a judder, coupled with the oil levels being confirmed as low at the time of recovery as suggestions the failure was a result of driver negligence.

The manufacturer said the engine having been starved of oil could have led to both the failure and reduced longevity of both the timing chain and turbo. They point to Mrs H's car not being equipped with an engine oil thermometer which would normally alert when oil

levels are low and as such say it was her responsibility to ensure level were regularly checked.

So I think on balance, even if Mrs H had authorised the engine strip out and the investigation went on to confirm it was either the timing chain or turbo that had failed, the question of her maintenance of the car, or lack of it, would more likely than not remain. It's this I'll now go on to consider.

There are two main concerns the manufacturer has pointed to through which driver negligence could have led to the catastrophic engine failure. I'll address these in turn.

Engine judder prior to the failure

As I've set out within the background of this complaint, Mrs H has explained she experienced a slight juddering three to four weeks prior to the engine failure when the engine was cold and in low gear. She says she contacted the supplying dealership as I'd expected her to have done but they failed to offer her any help.

Mrs H says she went on to complete a fuel flush which resolved the issue after having sought help from an independent garage.

Aside from Mrs H's testimony and the note on the job card, of which was only present due to her informing the dealership after the car was recovered, there is no further evidence to support she experienced a persistent issue or that there was any cause for her to have concern after the initial judder ceased.

On the balance of probabilities, I don't consider Mrs H likely to have behaved in a negligent manner here.

Engine oil level

In addition to both the manufacturers and dealerships comments regarding the lack of oil found in the car after recovery, the dealership also said:

"There is zero evidence provided that preventative customer maintenance has been carried out."

But from the evidence I've seen the car had been well maintained from the point of its registration. It held a full dealership service history and Mrs H continued to get the car serviced at the supplying dealership after she'd acquired it.

Prior to the failure, the car was last serviced in February 2023, having covered 44,137 miles, during which the engine oil was replaced. The car underwent a vehicle health check following the service with the report confirming the engine oil level at the time to be sufficient to pass the relevant check.

The car then failed around nine months later, having only travelled around a further 3,650 miles.

While I note the manufacturer's comments that the model of Mrs H's car does not have an engine oil thermometer, the car is equipped with a warning light triggered by an oil pressure sensor.

Mrs H has explained that on attendance at the point of failure, roadside assistance initially found there to be zero oil present and added oil to the engine when carrying out their initial

inspection. When it was identified there was cylinder compression issues, she was advised the car was not fit to drive.

There's no evidence or testimony to suggest the car's oil pressure warning light illuminated prior to the catastrophic engine failure, so on the balance of probabilities, I think it's more likely than not that the engine suffered a loss of oil as a consequence of the catastrophic engine failure and the low level found upon recovery was the top up added by the roadside assistance service after they found it empty - as opposed to being a result of Mrs H's negligence.

In summary, it's not disputed Mrs H's car suffered a catastrophic engine failure, or that an engine replacement is required to repair the car. I'm satisfied on the balance of probabilities, it's more likely than not that the car suffered a timing chain or turbo failure.

Whilst the car was around eight years old at the time, it had covered only 47,789 miles and held a full dealership approved service history. Having considered what the CRA sets out about durability, I think a reasonable person would not expect either of those components to fail at such low mileage.

This in my view demonstrates the car, or more specifically the engine and its components, weren't sufficiently durable and as such, the car was not of satisfactory quality at the point of supply.

As I have found the car was not of satisfactory quality, I will now consider what is required to put things right.

Putting things right

As I've said, I think RCI need to do something differently to what our Investigator said they should do in order to put things right.

Before I set out what I've provisionally decided RCI should do, I think it's important to acknowledge some considerations I've been asked to make when reaching my decision.

Mrs H asked me to consider instructing RCI to replace the car's battery prior to it being returned to her, due to the car having been stationary for some time. But in light of what I've provisionally decided needs to be done here to put things right and for the reasons I'll go on to explain, I won't be commenting on that point further.

Finally, the manufacturers comments to RCI requested I review the refund of Mrs H's payments between November 2023 to date. They said it was unreasonable to ask for these to be refunded considering the delay caused by her reluctance to authorise the diagnostics.

I'd like to reassure RCI I've considered this point but again for the reasons I've already set out in this decision, I'm not persuaded it was a reasonable expectation to place on Mrs H in the circumstances of this case. I'm satisfied what I'll now set out is both fair and reasonable to put things right.

I understand the car requires a replacement engine with Mrs H having previously been told the repair would likely cost around £7,500.

When Mrs H acquired the car in April 2021, the cash price was £7,919. Having considered the likely value of the car now, even after it's fully repaired, I don't consider it reasonable for

her to wait for those repairs to be completed and suffer further distress and inconvenience – when those repairs are very likely to be uneconomical.

Rejection is also one of the remedies available to Mrs H under the CRA. And having also considered the additional issues the car might've incurred as a result of having been undrivable for some time, which would incur RCI further costs before any repair could be considered complete, I instead consider it fair and reasonable for RCI to take back the car.

I note Mrs H's HPA ended in April 2025, so in order to resolve this complaint I think RCI should:

- *Take back the car from Mrs H without delay and without any cost to her.*
- *Refund Mrs H the deposit she paid. If any part of this deposit is made up of funds paid through a dealer contribution, RCI is entitled to retain that proportion of the deposit; and*
- *as Mrs H hasn't been able to use the car since November 2023, refund any repayments she made towards the HPA from that date until the agreement ended.*
- *Add interest at 8% simple per year on all payments refunded to Mrs H from the date of each payment until the date of settlement.*

HM Revenue & Customs requires RCI to deduct tax from the interest payment referred to above. RCI must give Mrs H a certificate showing how much tax it's deducted if she asks them for one.

Finally, as Mrs H has incurred distress and inconvenience as a result of being supplied a car of unsatisfactory quality and the failure the car went on to suffer, I consider it reasonable for RCI to make an additional payment to reflect the impact it has had on her. So I think RCI should also:

- *Pay Mrs H £200 in compensation for distress and inconvenience.*

Both Mrs H and RCI responded with comments as to why they disagreed with my provisional decision.

RCI let me know they remain of the opinion this complaint shouldn't be upheld, providing comments from the manufacturer to support their position. For ease, I'll refer to all comments as being from RCI directly throughout my decision.

RCI said my provisional findings, made on the balance of probabilities, were unrealistic and ignore the fact the car was driven without any oil in the engine – which they say is the only unequivocal reason why a new engine is now needed.

As an example, RCI added a turbo failure would result in a full loss of power and massive amounts of smoke being emitted from the exhaust pipe and, as neither of these phenomena were reported by Mrs H, it can be known for certain the oil loss wasn't caused by the turbo failing. RCI also added metalics entering the engine is completely normal when there is no oil and as such, due to parts of the engine lacking lubrication for an unknown period of time, the metal scoring found is not at all surprising.

RCI disagree the car failed in November 2023 without warning, pointing to Mrs H having admitted she experienced a juddering a few weeks prior and questioning why Mrs H elected to add an injection cleaner to the fuel tank when regardless, by her own account, the judder

stopped after brief usage of the car. They say by adding an injector cleaner, Mrs H might have temporarily camouflaged the issue, and in their opinion, she should've monitored the issue as instructed to do by the dealership and probably have avoided the catastrophic engine failure by contacting the manufacturers roadside assistance if the judder had continued.

RCI dismiss the car having been serviced prior to the failure as a moot point saying an issue like an external leak for example could have made it possible for the engine to have become starved of oil very quickly, a probability which should also be considered, adding it's the car owner's responsibility to periodically check the oil levels and by not doing so, Mrs H has caused the engine to fail.

Regarding the oil pressure sensor equipped on the car, RCI said it was not designed to indicate oil levels, as indicated in the owner's manual, as a low level of oil can still make enough oil pressure not to trigger the light, but that didn't mean the level would be sufficient to correctly lubricate the engine.

RCI disagreed Mrs H was right to not authorise the cost on the basis she'd had no reassurance a gesture of goodwill would be made towards the engine replacement, adding my provisional decision suggests the onus is always on the seller/manufacture to prove the car was not faulty at the time of acquisition and unless there is a financial incentive to do so, it remains their responsibility to convince the customer why diagnostics is required.

Finally, RCI requested that, should I not be persuaded to reject this complaint, they're afforded the opportunity to have the car independently inspected by a third-party at no cost to Mrs H, as a token of goodwill.

Mrs H let me know she considers a fair decision would be for RCI to have to arrange for and cover the costs of repairing the car. She asked to whom repair would be uneconomical and says denying her of the car is more likely to increase distress, than any inconvenience waiting a further amount of time for repairs to be completed might add.

Mrs H says the quoted figure of £7,500 for a replacement engine was a retail cost, rather than the trade price RCI might be expected to incur, adding rejection puts her in an unfortunate position where that she would be without the car that should be worth rather more than the amount she paid in good faith and instead leaves her with an amount of compensation which would fall short of the cost of a like for like car by some £2,000 to £4,000.

Finally, Mrs H said she appreciated there may be some further costs associated with returning the car to full working order after such a long period unused. But, she was given to understand this would likely be fixing issues such as for example, the brakes having seized or the tyres degrading and that any additional repairs should not cost much more than £1,000. Mrs H asked if the cost for those repairs could be calculated and deducted from any refund awarded.

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'd like to thank both parties for taking the time to respond to my provisional decision in such detail. I'd like to reassure both parties I've carefully considered everything that's been said. If there's something I've not gone on to address below, as I've previously explained, it isn't because I've ignored it. Rather that I'm satisfied I don't need to comment on every detail or

address every point to be able to reach what I think is the right outcome in the circumstances of this complaint.

First, I think it's worth saying my role here is to decide this case on the facts and evidence available to me, taking into consideration the law, regulations, and industry best practices.

But, where evidence is incomplete or inconclusive (as some of it is here), I've reached my decision on the balance of probabilities, considering all the circumstances of this specific case and deciding what I consider most likely to have happened, reaching a decision based on what I think is fair and reasonable for both parties.

Having done this, while I understand both parties will be disappointed, I've not been persuaded to change my findings and therefore my final decision remains along the same lines as my provisional decision. I'll explain why.

I've thought carefully about RCI's request for an independent third party to be allowed to inspect the car. But at this late stage I neither consider this request to be a reasonable one, nor do I consider it key to me having reached what I considered to be a fair and reasonable decision here.

RCI say they are still firmly of the opinion the engine failure to be the result of Mrs H's negligence, adding the only unequivocal reason why a new engine is needed is because the car was driven without any oil in it. I'm not persuaded an inspection now would change that view, nor do I think it would, without reasonable doubt, confirm that was indeed the case.

Mrs H was advised a full engine strip out was required to determine the cause of the cylinder failure, so I'm not persuaded instructing an independent inspection now, around 21 months after the failure, which wouldn't involve the stripping out the engine is reasonable. If RCI considered it to be required, they've had ample time prior to now during which to have had it done.

Regarding the onus being on Mrs H to have authorised the engine strip out cost, contrary to RCI's comments, I've not found Mrs H was right in not doing so because she'd not had reassurance she'd receive a financial contribution to the engine replacement. Nor have I suggested the onus is always on the supplier to prove a car wasn't faulty at the point of supply.

Rather, I've said in the circumstances of this case, I'm not persuaded it's a reasonable expectation to be placed on Mrs H. Regardless of if the engine strip out identified the cause of failure, RCI were of the opinion the failure was because of her negligence.

Mrs H has confirmed she noticed no visible signs of an oil leak during her ownership of the car and between manufacturer services, she checked the tyre pressures, water levels and oil levels. It's not possible for me to corroborate her testimony, but at the same time I'm not persuaded her lack of maintenance was the cause of the catastrophic failure the engine suffered.

RCI acknowledge an engine failure can burn oil very quickly giving the example of the turbo charger failing. And while they say this would result in massive amount of smoke being emitted from the exhaust pipe, something Mrs H didn't report, the RAC report did note '*a lot of oil around the tail pipe*', something which is a symptom of the same fault.

I'm neither persuaded Mrs H acted negligently by taking a preventative measure in adding the injection cleaner to the fuel tank. She contacted the dealership in the first instance but says she was told it didn't sound urgent and to call again if the problem persisted. She says

she was also told they were busy at the time and wouldn't have the opportunity to look at the car over the following few weeks. I'm satisfied Mrs H instead acted in the best way she thought possible by seeking a second opinion from a third-party garage, something she was subsequently told to do when contacting the dealership again following the catastrophic failure.

Finally, whilst I acknowledge it is not the same as an oil level sensor, on balance I remain satisfied the failure was more likely than not due to Mrs H's negligence.

In summary, it remains undisputed Mrs H's car suffered a catastrophic engine failure, which as a result the failure the car requires the engine to be replaced. For the reasons I've explained, on balance, I'm not persuaded the failure was as a result of Mrs H's negligence and instead, I remain satisfied it's more likely than not that the car suffered a timing chain or turbo failure, neither of which do I think a reasonable person would expect to experience at such low mileage. I'm satisfied the car supplied to Mrs H wasn't durable.

Now I've explained why I've found the car not to have been of satisfactory quality, I'll now explain why I'm satisfied what I think RCI need to do to put things right is fair.

Much like when a vehicle has been damaged, an insurer might decide repair is uneconomical and instead that it should be written off, when the estimated cost of the repair exceeds around 60 to 70% of the vehicles pre-accident value.

While RCI aren't acting as the insurer in this instance, it's broadly this approach I've taken when reaching my decision - that repair would very likely be uneconomical here.

Mrs H suggests RCI wouldn't be liable for the retail cost she was quoted as an approximate cost to replace the engine, but I can't be sure that would be the case. RCI are the finance provider here. Finance providers aren't often set up to undertake repairs of any nature themselves. In addition, as I've explained, the full extent of the repairs required to fully repair the car now couldn't be established without costly investigations. But it's likely further repairs in addition to the engine replacement would be required meaning the repair costs would more likely than not be higher than the amount originally quoted.

Mrs H suggests a reduction in her compensation to cover any repairs that might be required due to the time the car has been off the road. While Mrs H may believe any further repaired required might be limited, I can't be certain of that or of the cost of those repairs. And nor do I consider it a reasonable resolution for me to reach here.

Mrs H has provided costings for cars she found for sale of similar age to the car she was supplied. When considering replacement as a remedy, unlike a new car, I don't consider it reasonable or practical to ask a business to replace a car with one matching the exact model, mileage, and specification to that of the one that's failed. This isn't something I'll be asking RCI to do.

I acknowledge the distress Mrs H has explained her car not being returned to her is likely to cause, highlighting the shortfall she is likely to find between her compensation and the cost of buying another car. But I've also noted Mrs H has confirmed she's since brought another car, albeit an older one, to allow her to stay mobile. I've also considered Mrs H had use of the car for a considerable period of time prior to the failure and I think it's fair she pays for that usage.

In summary, while I've considered Mrs H's comments and concerns, I'm satisfied the redress I set out in my provisional remains fair and reasonable for all parties involved in this case. In addition to the payments Mrs H made since November 2023 being refunded, Mrs H's

deposit will also be refunded to her plus interest to recognise the time she has been without those funds.

Putting things right

For the reasons I've explained, my decision is to uphold Mrs H's complaint. To put things right RCI should:

- Take back the car from Mrs H without delay and without any cost to her.
- Refund Mrs H the deposit she paid. If any part of this deposit is made up of funds paid through a dealer contribution, RCI is entitled to retain that proportion of the deposit; and
- as Mrs H hasn't been able to use the car since November 2023, refund any repayments she made towards the HPA from that date until the agreement ended.
- Add interest at 8% simple per year on all payments refunded to Mrs H from the date of each payment until the date of settlement.

HM Revenue & Customs requires RCI to deduct tax from the interest payment referred to above. RCI must give Mrs H a certificate showing how much tax it's deducted if she asks them for one.

Finally, as Mrs H has incurred distress and inconvenience as a result of being supplied a car of unsatisfactory quality and the failure the car went on to suffer, I consider it reasonable for RCI to make an additional payment to reflect the impact it has had on her. So I think RCI should also:

Pay Mrs H £200 in compensation for distress and inconvenience.

My final decision

My final decision is that I uphold Mrs H's complaint and instruct RCI Financial Services Limited trading as Nissan Financial Services to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 5 September 2025.

Sean Pyke-Milne
Ombudsman