

## **The complaint**

Mr O complains that a car that was supplied to him under a hire purchase agreement with RCI Financial Services Limited, trading as Mobilize Financial Services, wasn't of satisfactory quality.

## **What happened**

A new car was supplied to Mr O under a hire purchase agreement with Mobilize Financial Services that he signed in November 2024. The price of the car was £24,516.12, Mr O made an advance payment of £7,2384.36 and he agreed to make 35 monthly payments of £238.82, a payment of £239.03 and a final payment of £11,622.88 to Mobilize Financial Services.

Mr O complained to Mobilize Financial Services about issues with the car in January 2025 and he took the car to the dealer later that month for an inspection. Mobilize Financial Services hadn't provided a substantive response to his complaint, so he complained to this service in March 2025. He said that he had no option but to reject the car and request a full refund of the monies that he'd paid to Mobilize Financial Services. Mobilize Financial Services issued its final response to Mr O's complaint in May 2025. It apologised for the length of time that it had taken to offer a final response, but said that the dealer had inspected the car and it was unable to assist unless the car was presented for further inspection to clarify the reported issues and confirm any faults that may be present.

Mr O's complaint was then looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She wasn't persuaded that the car was of unsatisfactory quality, so she didn't think that it would be fair and reasonable to ask Mobilize Financial Services to take back the car. She said that Mr O had complained about an additional issue with the EV mode and she would expect Mobilize Financial Services to investigate that issue, so he should contact it to work together towards a solution.

Mr O didn't agree with the investigator's recommendation and has requested that an ombudsman review his complaint. He's provided a detailed response to the investigator's recommendation in which he sets out the matters which caused him to reject the car in three distinct phases, along with his understanding of the Consumer Rights Act 2015 and his reasons for asking for a review.

He says that in phase one: the minor issues of the app and album art weren't resolved, the missing service plan paperwork wasn't provided, the manufacturer didn't respond to him contacting it, and the faulty speed recognition system wasn't addressed. He says that in phase two: he resolved the album art issue, server issues were resolved enabling the dealer and him to successfully install the app, the service plan documentation was repeatedly promised by the dealer and Mobilize Financial Services but wasn't forthcoming; the excessive condensation wasn't able to be replicated whilst the car was with the dealer, the overheating of his phone by the charging pad wasn't resolved, and a software update was applied to rectify the fault with the speed recognition system.

He says that in phase three, there were more instances of faults with the speed recognition system, the missing service plan matter wasn't resolved and there was no response from the dealer regarding the next steps, the charging pad wasn't used, and there were two further instances of excessive condensation but the dealer was unable to replicate it. Mr O also says that the dealer advised him to take out a three year manufacturer's service plan rather than its own because it would be included within the finance agreement, and the order form shows that a service plan with a monthly cost of £13.99 was to be included in the hire purchase agreement.

### **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.

Mobilize Financial Services, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr O. 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 O 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 O has listed the issues about which he's complaining as: overheating of phone, excess condensation to the inside of the front windscreen, speed sign recognition, EV mode and service plan. The car was inspected by the dealer in January 2025 and its job card shows that Mr O's concerns about the wireless charging pad not charging and overheating, excessive front windscreen condensation and issues with the app were investigated. It said that heat from the wireless charging app was normal, the carpets were checked and there was no water ingress so Mr O was advised to use air-conditioning on wet and cold days, and Mr O had been supplied with incorrect log-in details and a different log-in was used to log-in and it worked ok.

Mr O has described in detail the on-going problems that he's experienced and he's provided photos and videos of the issues. I've seen no evidence to show that he's taken the car back to the dealer since January 2025 and that it has identified any issues with the car. I've also seen no evidence of an inspection of the car by another garage, a car specialist or an independent expert to show that there are faults with the car and Mr O hasn't provided any other evidence to support the issues about which he's complained.

Mobilize Financial Services said that it was unable to assist unless the car was presented for further inspection to clarify the reported issues and confirm any faults that may be present and the investigator said that she hadn't been provided with enough persuasive evidence of the faults. Despite that, Mr O hasn't provided any new, independent evidence to show that there are faults with the car.

I don't consider that Mr O has provided enough evidence to show that there are faults with the car or that any faults caused the car not to have been of satisfactory quality when it was supplied to him. Mr O says that he wants to reject the car, but I'm not persuaded that it would be fair or reasonable for me to require Mobilize Financial Services to allow Mr O to reject the car just on the basis of the evidence that he's provided.

Mr O has described an issue with the car's EV mode, but I don't consider that his complaint to Mobilize Financial Services included a complaint about its EV Mode and there's no evidence to show that the dealer was asked to look at the car's EV mode when it inspected the car in January 2025. The investigator said that she would expect Mobilize Financial Services to investigate the issue with the EV mode, so Mr O should contact it to work together towards a solution. Mr O said, in response to the investigator's recommendation, that another new fault had become apparent since he decided to reject the car but it's not relevant to his original decision.

As Mr E's complaint to Mobilize Financial Services didn't include a complaint about the issue with the EV mode, I'm unable to make any finding on that issue in this decision. If Mr O wants to complain about that issue, he should first complain to Mobilize Financial Services about it and then, if he's not satisfied with its response, he may be able to make a separate complaint about that issue to this service.

Mr E has also complained about a manufacturer's service plan that he says was to be included in the hire purchase agreement. The invoice for the car shows that the price of the car, including delivery, an ID, road fund licence and first registration was £24,516.12. There's no mention on that invoice of a service plan. The price of the car is shown on the hire purchase agreement as £24,516.12 and there's no reference in that agreement to a service plan being included. I'm not persuaded that a service plan was included in the hire purchase agreement or that Mobilize Financial Services has any responsibility for providing a service plan to Mr O.

Mr O says that the dealer advised him to take out a three year manufacturer's service plan rather than its own because it would be included within the finance agreement and the order form shows that a service plan with a monthly cost of £13.99 was to be included in the hire purchase agreement. He says that that advice was given to him by the dealer. This complaint is about Mobilize Financial Services, not the dealer. If Mr O wants to complain about the actions of the dealer, he should first make a complaint to the dealer and then, if he's not satisfied with its response, he may be able to make a separate complaint about the dealer to this service.

I've carefully considered all that Mr O has said and provided about his complaint, but I'm not persuaded that there's enough evidence to show that Mobilize Financial Services has acted incorrectly in these circumstances. It's clear that Mr O feels very strongly about his complaint and I recognise the difficulties that he's experiencing and appreciate the disappointment that he'll feel about my decision. I find that it wouldn't be fair or reasonable for me to require Mobilize Financial Services to allow Mr O to reject the car, to pay him any compensation or to take any other action in response to his complaint. Mr O was looking to sell the car and I suggest that he contacts Mobilize Financial Services to discuss the options that are available to him under the hire purchase agreement.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 19 November 2025.

Jarrold Hastings  
**Ombudsman**