

## **The complaint**

Mr C and Mrs D complain that a car that was supplied to them under a hire 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 C and Mrs D under a hire agreement with Mobilize Financial Services that they signed in September 2024. The hire agreement was for a fixed period of twenty four months and Mr C and Mrs D agreed to make 24 monthly rental payments of £323.47 to Mobilize Financial Services.

Mr C and Mrs D complained to Mobilize Financial Services in October 2024 about an issue that they were having with the car. The car was then inspected by a manufacturer's dealer and Mobilize Financial Services said that, following extensive testing, no fault could be found. Mr C and Mrs D weren't satisfied with its response so complained to this service.

Their complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that he was unable to conclude that there's a fault with the car because the warning message and subsequent power loss was only triggered when both the brake and accelerator pedal are pressed simultaneously. He wasn't persuaded that there was anything wrong with the car and he didn't think that Mr C and Mrs D had been supplied with a car which was of unsatisfactory quality. He also said that this service wouldn't be able to interfere with the data subject access requests that they'd made and they could query them with the Information Commissioner's Office.

Mr C and Mrs D didn't accept the investigator's recommendation so I've been asked to issue a decision on their complaint. They have provided detailed responses to the investigator's recommendation and they say, in summary and amongst other things, that: they've had the car's fault code read and there's no evidence of codes for the brake pedal override system; the car has other fault codes and has issues that they weren't told about; if a brake pedal override system code was in the system then work to rectify that fault was illegally carried out as the brake override system is now working correctly; left foot braking is a legitimate method of driving and the car is either faulty or unfit for purpose; and they reject the car on any faults (but have no way of proving when they appeared but they have appeared after only 1,964 miles).

## **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 C and Mrs D. 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 them was a

new car and I consider that it was reasonable for them to expect that it would be free from even minor defects.

Mr C and Mrs D complained to the dealer about an issue with the car. The car was checked by the dealer in October 2025 but it was unable to find a fault or replicate the issue. The car was then checked by another of the manufacturer's dealer in January 2025, which included road tests, and warning codes relating to the brake and accelerator pedal being pressed simultaneously were identified, but no fault was found with the car. Mr C and Mrs D had complained to Mobilize Financial Services and it said that the car had been inspected but no fault had been found.

The investigator has suggested to Mr C and Mrs D that they arrange for the car to be inspected by an independent expert as that was likely to show whether or not there's a fault with the car and whether a fault would have caused the car not to have been of satisfactory quality when it was supplied to them. They haven't had the car inspected but say that they've had the fault codes read and they've made detailed submissions about the fault codes. There may be fault codes in the car but I don't consider that fault codes alone would be enough to show that there's a fault with the car and I'm not persuaded that there's enough evidence to show that the car has been illegally repaired.

Mr C says that he sometimes uses left foot braking when he drives, which is a legitimate driving style, and it's well known that it often causes simultaneous use of the brake and accelerator pedals. He says that if the fault is being caused by his driving style, the design of the car or the software makes it dangerous to drive and he's been supplied with a car that isn't compatible with his driving so is unfit for purpose.

The investigator set out some information from the dealer about the brake override system and, from the evidence that's been provided, I consider it to be more likely than not that the issue with the car is being caused by Mr C's driving style. I don't consider that it's unreasonable for the car to include a safety feature that prioritises braking over acceleration when both the brake and accelerator pedals are pressed simultaneously. I don't consider that the inclusion of that system causes the car to not be fit for purpose. If, as seems to be the case, that it's Mr C's left foot braking driving style that is causing the issue, then I consider that it would be fair and reasonable to expect him to adapt his driving style so as not to simultaneously press the brake and accelerator pedals.

Mr C and Mrs D clearly have strong feeling about their complaint and they've made detailed submissions in response to the investigator's recommendation. I've read and carefully considered all that they've said and provided. If I've not commented on something that they've said, it's not because I haven't read and considered it but because I don't consider that I need to comment on it to make a decision on their complaint.

I'm not persuaded that there's enough evidence to show that there's a fault with the car, that the car wasn't of satisfactory quality when it was supplied to Mr C and Mrs D or that the car isn't fit for purpose. I find that it wouldn't be fair or reasonable in these circumstances for me to require Mobilize Financial Services to allow them to reject the car, to pay them any compensation or to take any other action in response to their complaint.

Mr C and Mrs D have made data subject access requests to Mobilize Financial Services and the dealer and they're not satisfied with the responses that they've received. In response to the investigator's recommendation they say that there was a large amount of information redacted from the dealer's customer care system which they'll follow up on with the Information Commissioner's Office. Their complaint is about Mobilize Financial Services, not the dealer, so it wouldn't be appropriate for me to consider the dealer's response to their subject access request in this decision. If they continue to have issues with Mobilize

Financial Services' response to their data subject access request, I consider that those issues should be raised with the Information Commissioner's Office.

**My final decision**

My decision is that I don't uphold Mr C and Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs D to accept or reject my decision before 9 October 2025.

Jarrold Hastings  
**Ombudsman**