

### **The complaint**

Mrs M complains that RCI Financial Services Limited trading as Nissan Financial Services (Nissan) wouldn't cover the cost of repairing her car. She would like either the car repaired under its warranty or her agreement terminated along with compensation for the distress and inconvenience.

### **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the reasons for my decision.

### **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.

Having done so I have reached the following conclusions:-

- I do appreciate Mrs M's frustration at the clutch failing on her car when she had only driven just under 7000 miles, all the more so given the distressing personal circumstances she was dealing with at the time. I understand the car has now been returned but Mrs M would like the termination back dated to 4 March 2025 on the basis the car wasn't fit for purpose.
- Mrs M thinks the warranty should cover the clutch repair. Nissan have said that the warranty doesn't form part of Mrs M's agreement. However, even if it did, having looked at both the warranty and extended warranty neither specifically provide for a replacement clutch so I don't think it's unreasonable that the repair wasn't covered under warranty.
- When issues arise with vehicles within six months of taking out an agreement it's down to the business to investigate and, if appropriate, to resolve. For issues that arise after six months, as is the case here, it's down to the consumer to prove a point of sale fault. So the onus was on Mrs M to prove a fault with the clutch for which Nissan was responsible.
- I appreciate Mrs M's scepticism that any point of sale fault would exist given the car was brand new when she got it. However there are sometimes issues with new cars. Mrs M only drove around 7000 miles in the 3 years she had the car. She feels that a clutch should last much longer than that. An independent report would have identified if there was a fault present or developing at the point of sale that caused the clutch to fail early. An independent investigation by an approved inspector is usually definitive as part of the process requires the inspector to specifically state if there is a point of sale fault or not.
- Had Mrs M not returned her car I would have strongly encouraged her to have it independently inspected, as she has returned the car that is not an option.

- Unfortunately with no evidence of a point of sale fault I can't reasonably ask Nissan to back date the end of her agreement. And, whilst I am very sympathetic to Mrs M's personal situation as I haven't found Nissan to be at fault I don't have any grounds to ask it to compensate her.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 24 December 2025.

Bridget Makins  
**Ombudsman**