

The complaint

Mr J complains about the quality of a car he has been financing through an agreement with RCI Financial Services Limited, trading as Nissan Financial Services (who I'll call RCI).

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my 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.

I know it will disappoint Mr J but I don't think RCI have been unreasonable here. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr J acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then RCI, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr J. The car here was brand-new so I don't think a reasonable person would expect it to have any faults.

I understand that Mr J feels strongly that there are problems with his car but I'm afraid I haven't seen sufficient evidence to demonstrate that is the case.

The dead spot when accelerating

Two dealerships have investigated this issue and neither have been able to identify a problem. There are no fault codes recorded that would help to identify an issue and I think that would have been likely if there was a fault. Mr J has provided a video that shows him driving the car when the issue happens but while his commentary suggests there is a dead

spot I don't think the video evidence shows that. I can't see, for instance, that revs don't increase when the accelerator is pressed, or that any lag could not fairly be considered turbo lag. Mr J was also accompanied on a test drive, and I note that the issue wasn't identified there either. Overall, I don't think there is sufficient evidence the car has a dead spot fault.

The start/stop with clutch/brake issue

The manufacturer has explained that the car can be started when either the clutch or brake is depressed. They've referred us to the full owner manual description that explains that. I don't, therefore, think there is evidence of a fault.

Multimedia faults

The business suggested this was an issue with the incompatibility of the running software on Mr J's phone but Mr J has explained that he's updated his software and the issue persists. He's provided a photograph that he says shows the screen frozen, and he's explained that after he updated to the most recent software the phone connected to ApplePlay but the system switched between stereo and mono. He's also explained that the Voice Assistant is triggered every time he starts the car and that he isn't able to turn that off.

The dealership have explained the fault occurs only with Mr J's phone and that it works with the phones they have connected. As Mr J has visited two dealerships it would appear that advice is mirrored by both, but even if that isn't the case, I don't think I have been provided with sufficient evidence to support Mr J's testimony of the fault, or his view that it isn't related to a phone fault/compatibility issue.

Ultimately, while I understand Mr J's disappointment with the car he has been financing, I don't think there is sufficient evidence it is faulty, and I'm not asking RCI to take any further action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 18 January 2024.

Phillip McMahon
Ombudsman