

The complaint

Mrs W has complained that Mitsubishi HC Capital UK Plc, trading as Novuna Vehicle Solutions ('Novuna'), failed to compensate her son, when there were delays in booking the MOT for the car she's leasing through Novuna.

Mrs W is represented by her son, Mr W, in bringing her complaint.

What happened

Mrs W has a lease car with Novuna, and her son, Mr W, often represents her when dealing with it. Accordingly, when the MOT became due, it was Mr W who dealt with Novuna regarding the arrangements.

Novuna encountered issues with getting it booked in, and the MOT was carried out later than Mr W had anticipated. Unfortunately, he'd already left his home to drive the car to the MOT, when in fact, it was delayed. Novuna has explained it had never confirmed a date with Mr W, and had tried without success to contact him by phone to explain the situation. However, Novuna recognised the MOT was carried out late, and reimbursed Mrs W the cost of the MOT, and £90.16, representing 13 days' rental.

Mr W, on behalf of Mrs W, doesn't think this goes far enough. He's explained that what happened resulted in him driving hundreds of miles, in perilous road conditions, risking his life. Further, when he returned home after the delay, there was damage to his home because of the freezing conditions, resulting in him needing to sell it at a lower price.

Mr W also said that Novuna tried to contact Mrs W, even though he was authorised to deal with her account.

One of our investigators looked into what had happened. But she didn't think Novuna needed to do anything further. This was because:

- she was satisfied that it had provided Mrs W with a fair resolution;
- it had tried to contact Mrs W, as its customer, to ensure Mr W was still authorised to deal with the account, and that this was reasonable; and
- Mr W is not party to the finance agreement, so there are no grounds to require Novuna to compensate him.

Mr W disagreed. In particular, he feels that he received very poor customer service, and that he is a party to the agreement, because his mother has authorised for him to speak to Novuna on her behalf.

The complaint's now been passed to me to decide.

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 agree with the investigator's outcome, and for the reasons she gave. Although the date for the MOT was never confirmed, Novuna has made an award to Mrs W, which I agree is fair. I also think it reasonable that it tried to contact Mrs W to check about authorisation.

Finally, it's clear that Mr W is not party to the agreement. The agreement is between Mrs W and Novuna. I'm aware that he feels that he should be compensated, as he's authorised to speak to Novuna on his mother's behalf. The fact that he has been authorised by Mrs W to speak to Novuna does not make him party to the contract between Novuna and his mother. In fact, the fact that authorisation is required by his mother, is further proof that she's the contractual party, not her son. Accordingly, I don't find that Novuna's award to Mrs W should be extended to include an award to her son/representative.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 9 February 2024.

Elspeth Wood
Ombudsman