

## **The complaint**

Mr A complains that a vehicle he leased through a hire agreement with Mitsubishi HC Capital UK PLC, trading as Novuna Vehicle Solutions ("Novuna") wasn't of satisfactory quality.

## **What happened**

Mr A leased a car through a hire agreement with Novuna on 9 July 2020. He serviced the vehicle on 18 February 2021 and found that the battery had degraded, dropping the range of the vehicle from 25-28 miles to 22 miles. The supplying dealership repaired the fault, bringing it up to the minimum of the range.

Mr A experienced other intermittent faults including problems with the windows, the heater occasionally making a loud noise, problems with the clock and the display changing between MPH and KPH randomly, remote applications unable to connect to the vehicle and a creak in the front suspension when driving over speed humps. The supplying dealership said these were characteristics of the car and not faults.

Mr A serviced the vehicle through his service plan again on 7 February 2022. A click or knocking sound was noted on the front brake but Mr A chose not to investigate this at the time as if no fault was found he would have been charged £150. He also reported that in winter the range on the car reduced to 15-18 miles, which the garage stated was due to driving conditions.

Just over a year later on 16 February 2023 Mr A serviced the vehicle again and reported a list of issues. The vehicle passed the MOT but the garage did find some issues with the faults Mr A reported. Some repairs took place on 30 March 2023, largely under the service plan agreement. The repairs were completed on 27 July 2023 which took 18 days during which time Mr A was provided with a courtesy car. The car was returned to Mr A on 15 August 2023. Mr A was present for a road test which found other issues which were repaired later that month.

On 2 August 2023, Mr A raised a complaint with Novuna about the quality of the vehicle. Novuna didn't uphold his complaint.

In December 2023 Mr A reported an intermittent fault with the touchscreen. Responsibility for repair under warranty was accepted but the required parts were expected to take four to six months to arrive. Tired of the constant repairs required, Mr A wants to hand back the car. Mr A complained to this service. Our investigator didn't think Mr A's complaint should be upheld. Mr A disagreed, so the case has been passed to me to make a 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 agree with our investigator – I don't think Mr A's complaint should be upheld – and I'll explain why.

As the financial agreement entered into by Mr A is a regulated consumer credit agreement this service is able to consider complaints relating to it. Novuna is responsible for complaints about the quality of the vehicle.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied the quality of goods must be satisfactory. The relevant law says the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Novuna can show otherwise. But if the fault is identified after the first six months, as is the case here with all of the faults identified by Mr A, then it's for Mr A to show the fault or faults were present or developing when he first acquired the car.

In this particular case, both parties agree there's a current fault with the car – the touchscreen - and although it is going to take a long time to get the parts, repair has not yet been unsuccessful. The repair is covered under warranty.

The car was brand new at the point of supply and has now been driven for over 33,000 miles. Given the time since Mr A took possession of the vehicle I don't think I can fairly say the fault with the touchscreen was developing at the point of sale. And Mr A hasn't been able to supply evidence that supports this position.

All other faults with the vehicle have been resolved – and those faults were identified more than six months after the car was supplied to Mr A. Mr A hasn't been able to provide evidence that those faults were present within the first six months after supply.

Because of this, I agree with our investigator that the problems are most likely due to a reasonable level of wear and tear and the car was of satisfactory quality when supplied. Mr A says he doesn't think a significant fault like this which occurred when his vehicle was under four years old counts as fair wear and tear. He says he has been told that a number of vehicles have developed the same fault which indicates to him a build quality issues with the touchscreen.

I understand Mr A is frustrated with the quality of his vehicle and the problems he has experienced with it, but I can't fairly say that Novuna has done anything wrong. So, I'm not going to ask Novuna to do anything more.

### **My final decision**

I do not uphold Mr A's complaint. It follows that I do not direct Mitsubishi HC Capital UK PLC trading as Novuna Vehicle Solutions to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 23 May 2024.

Sally Allbeury  
**Ombudsman**