

The complaint

Mr R says Ald Automotive Limited (Ald) were unreasonable not to provide a courtesy car when the one he was leasing through an agreement with them, broke down.

What happened

Mr R took receipt of a brand-new car in February 2022. He had problems with the car and in April 2024 the diesel exhaust fluid pump was replaced when an engine management light illuminated.

Mr R was without the car while it was being repaired and he wasn't provided with a courtesy car during that time. He says Ald should have provided one as he was also paying for a maintenance plan.

Ald didn't agree. They said they had no obligation to provide a courtesy car in those circumstances.

When Mr R referred his complaint to this service our investigator disagreed with Ald. She thought the car had been of unsatisfactory quality and that Ald should refund finance payments to cover the period 4 April 2024 to 17 April 2024 when Mr R had been unable to use the car. She thought they should also pay Mr R £100 to compensate him for the distress and inconvenience caused.

Ald didn't agree with the investigator's opinion, and they asked for a final decision by an ombudsman.

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 Ald, but I agree with our investigator's opinion. 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 R 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 Ald, 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. It says that when we consider whether goods are of satisfactory quality, we should think about whether they have been durable.

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 R. The car here was brand-new so I don't think a reasonable person would expect it to have any faults.

The diesel exhaust fuel pump and its associated wiring were replaced on this car when it was 25 months old and had completed about 12,578 miles. I don't think a reasonable person would expect such a significant fault on a car after such a short period and after such limited mileage. I don't think the car could fairly be considered to have been durable and I'm supported in that as I can see that the repairs were carried out under warranty and warranties don't tend to cover items that have failed due to wear and tear.

Ald have explained that as the fault occurred after Mr R had been in receipt of the car for more than six months, the relevant legislation puts the onus on him to demonstrate that the car was supplied in an unsatisfactory condition. But as I've explained, I do think there's evidence that the car hasn't been durable and was therefore of unsatisfactory quality.

The relevant legislation allows a business one opportunity to repair a car in those circumstances and that repair has now been completed. There was no obligation for a courtesy car to be provided under the agreement, but it isn't fair for Mr R to pay for a car that was supplied in an unsatisfactory condition and that he couldn't use. So, Ald should provide a pro rata refund of finance instalments for the period Mr R has evidenced he was off the road (4 April 2024 to 17 April 2024). They'll need to add interest to that refund as Mr R has been deprived of the money.

Mr R has been inconvenienced by these issues. He's had to arrange alternative transport at unsocial hours when he was working, and he's had to arrange for the car to be repaired. He's also had to escalate his complaint to this service when I think it could have been resolved earlier. In those circumstances I'm asking Ald to pay him £100 in compensation.

My final decision

For the reasons I've given above, I uphold this complaint and tell Ald Automotive Limited to:

- Provide a pro rata refund of finance instalments for the period 4 April to 17 April 2024 inclusive in respect of the loss of use Mr R has experienced. Add 8% simple interest per year from the date of payment to the date of settlement.
- Pay Mr R £100 to compensate him for the distress and inconvenience caused.

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

Phillip McMahon
Ombudsman