

The complaint

Mr R complains that the car he acquired financed through a hire purchase agreement with First Response Finance Ltd wasn't of satisfactory quality.

What happened

On 12 May 2022 Mr R acquired a car financed through a hire purchase agreement with First Response.

Mr R took the car for its annual MOT but it failed because the catalytic converter was missing. Mr R said the dealer had illegally put the car through an MOT the day before he had collected it. He said he contacted the dealer but was ignored. He then brought a complaint to First Response.

Mr R said he had the car inspected and the report said the catalytic converter looked like it had been removed before Mr R acquired the car.

In its final response First Response did not uphold Mr R's complaint. It said it couldn't evidence that the catalytic converter was missing when the car was sold to Mr R.

Mr R brought his complaint to this service. He said he's been fobbed off and would now have to pay for a new catalytic converter at around £1,500. Mr R also told this service that he has health problems, and a car is a necessity for him.

Our investigator concluded that First Response hadn't done anything wrong as there was no evidence the catalytic converter was removed prior to the sale. Mr R didn't agree and asked for a decision from an ombudsman. He said the advice he had received prior to bringing his complaint to our service was that the car wasn't fit for purpose. He said even though no exact date was given the garage still made it clear the welding around the pipe was prior to the time he acquired the car.

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'm very sorry to hear that Mr R has been ill and I can understand why he relies on his car. So I realise this will come as a disappointment to him, but I won't be asking First Response to do anything further for the reasons I've outlined below.

Mr R's agreement is a regulated consumer credit agreement, and our service can consider complaints against it. First Response as the supplier of the car was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr R. Whether it was of satisfactory quality at that time will depend on several factors including the age and mileage of the car and the price that was paid for it.

The car that was supplied to Mr R was about eight years old and had covered approximately 68,000 miles

I'm satisfied there is currently something wrong with the car. The car has failed its MOT and one of the reasons for that failure is because the catalytic converter is missing. A catalytic converter comes as standard for this model of car so at some point it has been removed. The car is safe to drive without a catalytic converter, but it will fail the MOT without one.

If I am to decide the car wasn't of satisfactory quality when it was supplied I must be satisfied the fault was present at the point of supply. Faults that developed afterwards are not relevant.

Mr R asked a garage, D, to inspect the car. It said:

"Upon inspection as asked. In our opinion the cat appears to have been removed some time ago. We would estimate around 18 months."

First Response said it spoke to D after receiving this report. The mechanic said there was no possible way to tell exactly when the catalytic converter had been removed.

MOT records show that the car passed its MOT with no advisories on 11 May 2022 which was the day before Mr R acquired it. First Response said it wouldn't have been able to pass without the catalytic converter and I agree with this. Mr R believes the car passed its MOT illegally. I'm not able to comment on this. The evidence from the Government's MOT website indicates the car passed its MOT the day before Mr R acquired it and I'm satisfied this is evidence I can rely on.

In the absence of evidence to say the catalytic converter was missing at the point of sale I'm persuaded the car was of satisfactory quality when it was supplied to Mr R. If Mr R still believes the MOT in 2022 was illegal he would need to take that up with the relevant authorities.

Mr R has said First Response has put his agreement on hold for the duration of this complaint and is thinking about voluntary termination of the agreement. If Mr R is in financial difficulty then it would be prudent to contact First Response and discuss a way forward. Businesses have a responsibility to respond sympathetically and positively to customers where they are aware of financial difficulty.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 November 2024.

Maxine Sutton
Ombudsman