

## **The complaint**

Mr L is unhappy with the quality of a car supplied by Secure Trust Bank plc using a hire purchase agreement.

## **What happened**

In March 2022, Mr L entered into a hire purchase agreement with Secure Trust Bank plc. The car was around five years old and had been driven for around 98,850 miles. The cash price was £10,739.

Soon after acquiring the car, Mr L reported it was entering limp mode and making a noise from the back. The dealership took the car back and found that the diesel particulate filter was blocked and required a regeneration.

Unhappy with the quality of the car, Mr L contacted the dealership asking if he could reject it. He said he had numerous issues including the engine light being on, the rear headlight needing replacing, noise from the back left wheel and parking sensors failing intermittently.

The dealership and Secure Trust said that Mr L couldn't reject the car. They issued a final response letter which said the issue with the diesel particulate filter was classed as maintenance and not a fault. And so, they didn't think the car was of unsatisfactory quality.

Dissatisfied with this response, Mr L brought his complaint to our service.

An investigator looked into Mr L's concerns and said she thought the car was of satisfactory quality when it was supplied.

Mr L disagreed and asked for an Ombudsman to look into his complaint, so the case has been passed to me to review.

## **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.

Mr L acquired his car using a hire purchase agreement and so The Consumer Rights Act 2015 is the relevant legislation for this complaint. The Act sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Satisfactory quality is essentially based upon what a reasonable person would consider to be satisfactory. In instances like this, when considering the quality of a car, the age, mileage and price are some of the things that I think would be considered to be reasonable to take into account.

If the purchased goods are found to be defective after 30 days but within six months, then the supplier must be given one opportunity to repair or replace the goods.

I've considered that there was an issue with the diesel particulate filter which Mr L reported in the first 30 days.

So, I've gone on to think about whether this meant the car was of unsatisfactory quality when it was supplied. I've noted that the dealership has explained that clearing the diesel particulate filter is standard maintenance for diesel cars. And I've also seen information from the manufacturer that it's part of what is expected in maintaining the vehicle.

Considering the car's age and mileage, I think it's reasonable to expect some maintenance work being needed. And so, from the evidence I've seen, I don't think the issue with the diesel particulate filter meant the car was of unsatisfactory quality.

I appreciate Mr L feels there are other problems with the car, but I haven't seen any supporting evidence of this. The dealership has sent evidence showing that before the car was sold to Mr L they carried out an inspection, service and MOT. So, overall, I'm not persuaded that the car was of unsatisfactory quality when Mr L acquired it.

Mr L has also mentioned that he tried to cancel his agreement within the cooling off period. While this term allows him to withdraw from his finance agreement, I don't think it allows him to withdraw from the actual purchase of the car. So, I don't think this is a relevant consideration under the CRA.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 July 2025.

Ami Bains  
**Ombudsman**