

The complaint

Mrs T believes a car supplied to her under a hire purchase agreement with First Response Finance Ltd (FRF) was of unsatisfactory quality.

When I refer to what Mrs T or FRF have said or done, it should also be taken to include things said or done on their behalf.

What happened

In April 2024, Mrs T was supplied with a used car through a hire purchase agreement with FRF. The car was first registered in March 2015 and the finance agreement confirmed the mileage to be 76,385. The cash price of the car and amount of credit was £4,990. The duration of the agreement was 49 months; with 49 monthly payments of around £167.

Mrs T says she reported a lag in the car starting to the supplying dealership a week after acquiring it. The car was returned to the dealership who replaced the glow plugs, but the problem persisted so the dealership agreed to investigate the injectors. Before this happened, the car broke down.

While with the dealership awaiting repair, the car was hit by a passing driver. Repairs were carried out to the bodywork at no cost to Mrs T.

Mrs T says when the car was collected it was immediately running rough. She believes the dealership then refitted the original injectors, which resolved the issue. But the engine start delay continued.

Mrs T complained to FRF about the quality of the car in June 2024. FRF arranged an independent inspection of the car, which concluded there was no fault present – so FRF didn't uphold the complaint.

Our Investigator reviewed matters and said based on the evidence available, they weren't persuaded there was a fault with the car. So, they didn't think Mrs T was supplied with a car that was of unsatisfactory quality.

Mrs T didn't agree. In summary, she said she informed the supplying dealership of the issue within days of acquiring the car and they've failed to repair it within a reasonable timeframe. She said the supplying dealership attempted repairs so accepted there was a fault, and her mechanic has provided a report that confirms the car isn't fit for purpose.

As no agreement has been reached, the matter has 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.

I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a reasonable outcome is. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've taken into account the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

Mrs T was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it. The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mrs T entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

Mrs T acquired a car that was used, nine years old and had covered around 76,385 miles when she took possession of it. It had a cash price of £4,990. So, what would be considered satisfactory quality would be significantly different to if Mrs T had acquired the same car brand new and at a greater cost. As this was a used car, it's reasonable to expect parts to have suffered some wear and tear prior to Mrs T acquiring it, which wouldn't make the car of unsatisfactory quality.

It's not disputed here that it takes around five seconds for the engine to start. And it's clear the dealership attempted repairs to resolve or improve this. I haven't seen any evidence that confirms the cause of the car breaking down or running rough. But Mrs T says the stretch bolt came out after the glow plugs had been replaced, and the car ran rough after the injectors were replaced. And neither issue reoccurred after the original injectors were refitted. So, on balance, these issues seem more likely than not to be linked to the repair attempts.

However, to uphold this complaint, I would need to be persuaded that the lag was due to a fault that required repairing, was present when the car was supplied to Mrs T, and meant the car was of unsatisfactory quality.

An independent inspection of the car was carried out in June 2024. Within their report, the engineer said:

"Whilst the vehicle was idling the injector number 4 did sound louder on the vehicle as opposed to the rest of the injectors but we do feel this is within tolerance for the age and mileage of the vehicle"

"Upon starting the vehicle there was a slightly slower cranking, this was within tolerance for the age and mileage of the vehicle with a cranking time of 4.8 [milliseconds]. There were no diagnostic fault codes within the diagnostic system to the vehicle and no faults could be found with the vehicle at the time of our inspection."

The engineer goes on to confirm there were *“no faults found with the vehicle which would have been present or developing at purchase”* and *“no evidence of any previous unsuccessful repairs.”*

Mrs T said the fault was only present when the car was cold and believes the dealership had started the car multiple times prior to the inspection. However, the engineer confirmed within their report the car was found to be in a cold condition when they arrived.

The engineer confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I'm satisfied this report is reasonable to rely upon. I also haven't been provided with any persuasive evidence that contradicts the findings of the independent engineer or demonstrates there is a fault with the car. I've considered the letter Mrs T has provided from her local garage which mentions possible faults that would require further investigation to diagnose. However, I don't consider this to be conclusive evidence that confirms the presence of a fault, which I would need to be satisfied there was one.

So, having considered all the evidence available, I find there to be insufficient evidence that persuades me that it's more likely than not there is a fault with the car, that would make the car of unsatisfactory quality when it was supplied to Mrs T.

I also note the terms and conditions of Mrs T's finance agreement explain she is responsible for any damage caused to the car, even if caused by events beyond her control. So, I can't agree FRF are responsible for any impact caused by the damage to the car while at the dealership.

As I can't say FRF supplied Mrs T with a car that was of unsatisfactory quality, I don't agree they should terminate the agreement or refund any payments she's made. I realise this will come as a disappointment to Mrs T, and I was very sorry to hear of the difficulties she's faced, but I don't think FRF needs to do anything further.

Lastly, I'm aware Mrs T stopped making payments and the car has now been repossessed. Mrs T has also indicated financial hardship. If this is still the case, I'd urge Mrs T to contact FRF to discuss her financial circumstances further and remind FRF to treat her with forbearance and due consideration.

My final decision

For the reasons explained, I don't uphold Mrs T's complaint about First Response Finance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 4 August 2025.

Nicola Bastin
Ombudsman