

The complaint

Mr S complains about the quality of a car that was supplied through a hire purchase agreement with FIRST RESPONSE FINANCE LIMITED (FRF).

What happened

In April 2024, Mr S acquired a used car through a hire purchase agreement with FRF. The car was about five years old and had travelled around 127,000 miles when it was supplied. The cash price of the car was £12,400. A deposit of £1,000 is listed, so the total amount financed on the agreement was £11,400 payable over 36 monthly repayments of £452.43

In June 2024, Mr S complained that the car was experiencing issues, mainly related to the cylinder pressure. Mr S says he's had to borrow money to purchase parts for the car to be repaired, which included the gearbox and engine management light. He believes he should be reimbursed the cost of having to fix it.

In October 2024 FRF issued their final response to Mr S' complaint which they didn't uphold. In summary, it said they weren't consulted about any repairs, which they considered to be unauthorised, and no evidence was provided to support them.

Unhappy with their decision, Mr S brought his complaint to our service where it was passed to an Investigator to look into.

The Investigator recommended that Mr S' complaint should not be upheld. In summary, the Investigator concluded there was no evidence provided to say any issues with the car were present or developing when it was supplied to Mr S. The Investigator also considered that Mr S was able to travel around 6,000 miles within three months before the repairs were carried out. He considered the car was well used and that it was plausible, given the mileage, that any issues could have developed after it was supplied.

Mr S didn't accept the Investigator's assessment, he didn't think the Investigator considered all the necessary information and provided further evidence of his contact with FRF to support his complaint.

In March 2025 the Investigator issued a second assessment, however his opinion remained unchanged and for the same reasons. So, Mr S asked that his complaint be referred to an ombudsman for a final 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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

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 S complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr S' complaint about FRF. FRF is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances. The CRA also explains the durability of goods is part of satisfactory quality.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

My starting point is that FRF supplied Mr S with a used vehicle that had travelled 127,000 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be less than that of a brand-new car with lower mileage; and that there may be signs of wear and tear due to its usage which may impact its overall quality and reliability, so there'd be an increased likelihood of unforeseen problems surfacing sooner than in a new vehicle.

From the information provided I'm persuaded there were faults with the car. This is apparent from the invoices dated in June, July and August 2024 for a dual mass flywheel, diagnostic charge relating to cylinder 3 pressure being too high and a glow plug respectively. I've not seen any expert evidence advising of the cause of any issues, however, I'm persuaded the parts were required as I've no reason to consider Mr S would have purchased them if they weren't needed. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

FRF said they were contacted in June 2024 about mechanical issues with the car and was told Mr S had purchased parts for repair, and went ahead with it despite advising doing so would remove liability from them.

Mr S provided a receipt dated 10 June 2024 and an invoice dated 11 June 2024 for a dual mass flywheel totalling £359.94. He also provided other invoices for a glow plug and for diagnostics relating to cylinder pressure.

In their file submission, FRF advised that despite their attempts to support Mr S, he'd gone ahead with unauthorised repairs and hasn't been able to prove that any issues were present or developing at the point of sale.

Having seen the documents provided by Mr S, along with the supporting information from both parties, I'm satisfied that FRF have acted reasonably in the circumstances.

Mr S believes he's been unfairly treated under the CRA, however I've already outlined the expectations when goods are supplied. Although Mr S reported issues within six months of

being supplied the car, he hasn't been able to demonstrate that the issues were likely to have been as a result of inherent issues with it.

The car was supplied with considerably high mileage of 127,000. And so, there's a reasonable expectation that some components would have been nearing the end of their in-service life. In addition, the invoice dated in July 2024 shows Mr S was able to travel around 6,500 miles in around three months, which I think is fair usage in the circumstances.

All things considered I don't think the information provided is enough to demonstrate the car was faulty when it was supplied to Mr S, and it follows that I don't think it would be reasonable for FRF to absorb the costs Mr S incurred in having it repaired, without the evidence to show the faults were presenting themselves when the car was supplied to him.

I acknowledge what Mr S has said to the Investigator, that he was told by FRF he would be reimbursed for parts, however I'm in agreement with FRF that the documents provided by Mr S appear to be invoices for parts, without any expert commentary on the causes, and no details of any repair works carried out.

I recognise from the information provided Mr S' strength of feeling that he should be reimbursed for the parts and repairs carried out to the car, however as I've concluded that the car was of satisfactory quality at the point it was supplied to Mr S, I don't require FRF to take any action in respect of this complaint.

My final decision

My Final decision is that I don't uphold Mr S' complaint about FIRST RESPONSE FINANCE LIMITED.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 September 2025.

Benjamin John
Ombudsman