

The complaint

Mr S complains that a car that was supplied to him under a hire purchase agreement with First Response Finance Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Mr S under a hire purchase agreement with First Response Finance that he electronically signed in February 2023. The price of the car was £7,600, Mr S paid a deposit of £300 and he agreed to make 61 monthly payments of £218.75 to First Response Finance.

Mr S complained to First Response Finance about some faults with the car in December 2024. It said that it required evidence of the current faults but the evidence wasn't provided within the requested timeframe so it considered the matter closed. Mr S wasn't satisfied with its response so complained to this service.

His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that she'd not seen any evidence to support that the car wasn't of satisfactory quality at the point of sale.

Mr S didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that: First Response Finance sold him a faulty car and, although it passed an MOT test, the clutch pedal intermittently goes to the floor; he paid for a clutch repair a short period after buying the car and then it needed brake pads and discs; and he's shown receipts for work done on the car but it still has intermittent problems.

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.

First Response Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr S. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr S was first registered in March 2016 so was nearly seven years old, the hire purchase agreement shows that it had been driven for 95,258 miles and the price of the car was £7,600. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

The car had passed an MOT test, with no advisories, in February 2023 before it was supplied to Mr S, and its mileage was recorded as 95,263 miles. Mr S paid for new brake discs and pads and a caliper in June 2023 and the invoice shows that the car's mileage at that time was 99,712 miles. That was less than four months after the car had been supplied to him but, in that time, the car had been driven for more than 4,400 miles. I don't consider that it's unfair or unreasonable for a car that was then more than seven years old and which

had a mileage of 99,712 miles to need work on its brakes when it had been driven for more than 4,400 miles since it was supplied. I don't consider that those brake issues show that the car wasn't of satisfactory quality when it was supplied to Mr S.

The car was serviced in October 2023 and the invoice for the service shows that the car's mileage was 107,716 miles, so 12,458 miles more than when the car was supplied to Mr S. There's no reference on the invoice to any issue with the clutch or to any other faults with the car. Mr S bought a clutch kit in November 2023 but, as he'd then had the car for more than eight months and it had been driven for 12,458 miles in that time, I don't consider it to be likely that the issues with the clutch would have been present when the car was supplied to him. I'm not persuaded that any issues with the clutch caused the car not to have been of satisfactory quality when it was supplied to Mr S.

The car passed an MOT test, with no advisories in February 2024 and its mileage was recorded as 113,119 miles. Mr S paid for replacement tyres and a replacement tyre pressure monitoring sensor in May 2024 and the invoice for that work shows that the car's mileage was 116,660 miles. That was more than a year after the car was supplied to Mr S and, in that time, it had been driven for more than 21,000 miles. Mr S paid for further work on the car's brakes in August 2024, and the invoice for that work shows that the car's mileage was then 121,048 miles, so 25,790 miles more than when the car was supplied to him.

Mr S complained to First Response Finance about the issues with the car in December 2024, but that was more than 21 months after the car was supplied to him. The car passed an MOT test in February 2025, with no advisories, and its mileage was recorded as 128,526. That was 33,263 miles more than when the car was supplied to Mr S so, in two years, he'd been able to use the car to drive an annual average of more than 16,500 miles, which I consider to be high mileage.

I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr S. When he complained to this service, Mr S said that he wanted to reject the car. I find that it wouldn't be fair or reasonable in these circumstances for me to require First Response Finance to allow Mr S to reject the car, to reimburse him for any of the repair costs that he's incurred, to pay him any other compensation or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 September 2025.

Jarrold Hastings
Ombudsman