

## **The complaint**

Mr Z complains about the quality of a car he acquired under a hire purchase agreement with RCI Financial Services Limited trading as Mobilize Financial Services ("MFS")

## **What happened**

Mr Z acquired a used car in February 2023. He financed the deal through an agreement with MFS. The car was about four years old at the time and had completed about 31,000 miles. The agreement was repayable through 59 monthly payments of £394.03 and a final monthly payment of £393.97.

Soon after taking possession of the car Mr Z said, he experienced problems including a grinding noise from the gearbox, issues with the wheel tracking and alignment, the tyre pressure sensors and a knocking sound from the back of the car. Mr Z said the supplying dealership had several attempts at repairing the car, but it didn't correct the issues. He says he has had to replace the tyres every two to three months because of the faults.

Mr Z raised a complaint with MFS, but it didn't investigate his concerns within the eight-week timeframe and so Mr Z referred his complaint to our Service. One of our Investigators looked into things and upheld the complaint. In short, he was satisfied there was a fault with the car which made it of unsatisfactory quality. Amongst other things he said MFS should arrange to undertake repairs if Mr Z agreed or allow rejection.

MFS didn't agree, it said the issues complained of, namely the wheel alignment and the replacement of tyres were due to usual wear and tear issues, there wasn't a mechanical fault with the car, and it asked for the complaint to be referred to an Ombudsman.

I sent MFS and Mr Z a provisional decision on 14 May 2025. My findings from this decision were as follows:

*Where evidence is unclear or in dispute I reach my findings on the balance of probabilities – which is to say what I consider most likely to have happened based on the evidence available and the surrounding circumstances.*

*In considering what is fair and reasonable, I need to take into count the relevant rules, guidance, good industry practice, the law and, where appropriate what would be considered to have been good industry practice at the relevant time.*

*The hire purchase agreement entered into by Mr Z is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. MFS is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.*

*The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr Z entered. Because MFS supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors*

*such as the age and mileage of the car and the price paid.*

*The CRA also says the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.*

*Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr Z's case the car was used and covered approximately 31,000 miles and was about four years old when he acquired it. So, I'd have different expectations of it compared to a brand-new car.*

*The car had travelled a reasonable distance, and it is fair to expect there to be some wear to it because of this use. As with any car, there is an expectation there will be ongoing maintenance and upkeep costs. And with second-hand cars, it is more likely parts will need to be replaced sooner or be worn faster than with a brand-new car. MFS would not be responsible for anything that was due to normal wear and tear whilst in Mr Z's possession.*

*In the first instance I must consider if there was a fault with the car. Amongst other things I've seen an invoice which indicates the geometry/wheel alignment needed adjusting so I think the car did have a fault which needed attention, this was in December 2023 and the car had done around 44,000 miles. I've gone on to consider if the car was of satisfactory quality when it was supplied to Mr Z.*

*In April 2023, the vehicle underwent a health check, I can see the main concern highlighted in this report was related to the air conditioning and heating system. It was recommended both rear tyres were replaced but there were no issues with the wheel alignment or steering highlighted at this time.*

*I can see in June 2023 the car was taken to an independent repair garage, it concluded the tracking issues were due to tracking bolts being seized and so in October 2023, some months later another vehicle health check was carried out. This supported what the independent garage had advised and recommended a full four-wheel alignment after new tyres were to be fitted. I don't dispute there was an issue with the wheel alignment which was causing the tyres to become more worn and in need of replacing more often than is reasonably expected.*

*There is an invoice dated December 2023 to support this repair was carried out and at the time the car had completed around 44,000 miles, around 13,000 miles since Mr Z acquired it. MFS has also said these repairs were carried out under warranty and at no cost to Mr Z.*

*I've taken all the things both sides have provided to our Service when deciding if the car was of satisfactory quality at the time of supply. To uphold this complaint, I would need to be persuaded, on the balance of probabilities, the fault with the wheel alignment was present or developing at the point of supply.*

*From the evidence provided by MFS I can see the tyres were checked in January 2023, shortly before supply but they do not appear to be brand new. The tread at the time on both rear tyres was significantly lower than the two front tyres. So, when the health check in April 2023 recommended replacing both rear tyres this is consistent with the evidence I have seen and what I'd expect from a second-hand vehicle of this age and mileage. Between January and April 2023, the car had undertaken approximately a further 6000 miles and so I don't think it's unreasonable to expect partially worn tyres to need replacing.*

*I also think if the car's manufacturing dealership had not identified any significant issues with*

*the tyres before Mr Z had acquired it and there was nothing highlighted on the health check in April 2023 around concerns with the wheel alignment, I don't have enough to say that most likely the wheel alignment needed adjusting in February 2023. As such I don't think this was a fault that was present or developing at the point of supply.*

*As I've said, I don't dispute Mr Z has experienced problems with the car but in order to uphold this complaint I must be satisfied that the fault was present or developing at the point of supply. Also, I understand the geometry of wheels on a car can be affected by various factors such as driving over potholes, speed bumps, hitting a kerb – all of which are examples that can impact the wheel alignment on a car. I must take into account how many miles the car had travelled before the alignment of the wheels needed adjusting. This was almost 11,500 since Mr Z acquiring the car to June 2023 (when the car was inspected at the independent repair garage). Taking into consideration the number of miles the car had travelled; I can't say, on balance this was a fault that was present or developing at the point of supply.*

*While I sympathise with Mr Z for the difficulties he has experienced based on all the available evidence I don't think it would be fair or reasonable to ask MFS to do anything further regarding Mr Z's complaint.*

I gave both parties two weeks to come back with any further information or evidence. MFS didn't respond.

Mr Z replied. He disagreed with my findings and provided further evidence. This included further invoices for tyre replacement, as well as a job sheet from a third-party garage stating they attempted to align the wheels, but the camber bolts were seized, and it wasn't possible to adjust the bolts.

### **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.

Having thought about everything again and having carefully considered the evidence and comments Mr Z made in his recent response, I still don't think this complaint should be upheld. I appreciate there is further evidence that Mr Z's tyres have needed replacing regularly and there's a job sheet evidencing the problems remain with the seized bolts.

But it was never in dispute that there was an issue with the car, nor was there a dispute that Mr Z was replacing his tyres regularly. But as I explained in my provisional decision set out above, in order to uphold this complaint, I must be satisfied that the fault was present or developing at the point of supply.

And I'm afraid I'm not satisfied it was for reasons I've explained.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 9 July 2025.

Rajvinder Pnaiser  
**Ombudsman**