

The complaint

Mr B complains that a car that was supplied to him under a hire purchase agreement with Bank of Scotland plc, trading as Halifax, wasn't of satisfactory quality.

What happened

A used car was supplied to Mr B under a hire purchase agreement with Halifax that he signed in August 2022. The price of the car was £16,000, Mr B paid a deposit of £6,000 and he agreed to make 39 monthly payments of £272.69 to Halifax.

Mr B complained to Halifax in December 2024 that the car's subframe was rusting and about a recall for the steering rack. Halifax said that it wasn't upholding his complaint because it held no evidence that the fault was present or developing at the point of sale. Mr B 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 didn't think that there was enough information to say that the car wasn't of satisfactory quality when supplied.

Mr B didn't accept the investigator's recommendation and has asked for his complaint to be escalated to an ombudsman for a decision. He has provided detailed responses to the investigator's recommendation and says, in summary and amongst other things, that:

- an independent structural assessment identified severe and widespread corrosion, including a fractured front subframe;
- a professional mechanic with experience of this type of car confirmed the extent and age of corrosion, stating that the level of damage found would likely have taken several years to develop and therefore predates the sale in August 2022;
- the MOT testing garage confirmed that undertrays and factory sealants restrict visibility during routine MOT tests and hidden corrosion can easily go undetected which clarifies why the car passed its MOT test at the time of sale;
- he's submitted photos and a video of the under chassis showing the severity of the corrosion;
- a fractured subframe and widespread chassis corrosion renders the car unsafe so fails to meet the legal definition of satisfactory quality;
- the professional statements provided strongly indicate that the extent of the corrosion would have taken several years to develop which suggests it was already present at the point of sale, regardless of whether it had fully manifested in driving symptoms; and
- a structurally compromised subframe makes the vehicle unfit for purpose and unsafe to drive and the issue isn't just cosmetic corrosion but a fundamental structural failure that raises significant concerns about the car's condition at sale.

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.

Halifax, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr B. 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 B was first registered in December 2011 so was more than ten years old, it had passed an MOT test in July 2022 when its mileage was recorded as 40,222 miles and the price of the car was £16,000. 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.

Mr B complained to the dealer and to Halifax in December 2024 and said that he'd recently discovered that the car's subframe was faulty and required immediate repair or replacement and that other faults include the driver's side drive shaft and steering rack recall. That was about 28 months after the car was supplied to Mr B and in that time it had passed MOT tests in July 2023 and July 2024. The car's mileage was recorded at the time of the July 2024 MOT test as 50,956 miles, so the car had been driven for more than 10,000 miles since the July 2022 MOT test.

Mr B arranged for the car to be inspected in February 2025 and the inspection report says: *"The vehicle exhibits significant corrosion in multiple structural components, including the front and rear subframes, rear anti-roll bar, and chassis"*. Mr B arranged further inspections of the car in June 2025. One of the inspection reports says: *"The vehicle shows extensive corrosion across several key structural components, including the front and rear subframes, rear anti-roll bar, and chassis. Notably, the front subframe has a fracture, which is a serious safety concern requiring urgent repair. Additionally, the condition of the rear brake pipe cannot be fully assessed due to the presence of underseal"*.

The technician for another inspection says: *"The extent and depth of the corrosion suggest it has developed over a prolonged period, likely several years. It is my professional opinion that the corrosion was present prior to the vehicle's sale in August 2022, albeit possibly obscured by undertrays or surface treatments that are not removed during a standard MOT inspection. This level of corrosion, had it been exposed and properly examined, would raise serious concerns regarding the vehicle's structural integrity and fitness for use"*. The car's mileage at the time of that inspection was 53,886 miles.

Mr B has also provided a letter from the garage that conducted an MOT test on the car which says: *"At the time of the test, the vehicle met the minimum legal safety standards required for a pass. Any advanced corrosion now identified that was not visible at the time would not necessarily have been detectable without a more invasive inspection than the MOT allows"*.

It's clear from the evidence that Mr B has submitted that there is a current fault with the car because of the corrosion damage, but that doesn't show that the car wasn't of satisfactory quality when it was supplied to Mr B in August 2022. At the time of the inspections, the car was more than thirteen years old, by June 2025 it had been driven for 53,886 miles and it was more than ten years old and had been driven for 40,222 miles when it was supplied to Mr B. I consider rusting and corrosion on a car of that age and mileage to be normal wear and tear and, although the corrosion has now caused the subframe to fracture, I don't consider that corrosion on a car that was more than ten years old would cause it not to have been of satisfactory quality when it was supplied.

The car's subframe is now fractured but I've seen no evidence to show that the subframe was fractured when the car was supplied to Mr B in August 2022. I don't consider it to be likely that Mr B would have been able to use the car for 28 months or to drive more than 10,000 miles in it if the subframe had been fractured when the car was supplied to him. I also don't consider it to be likely that the car would have passed MOT tests in July 2023 and July 2024 if it had had a fractured subframe.

In his complaint to the dealer and Halifax, Mr B said that there were other faults with the car including the driver's side drive shaft and steering rack recall. He's not provided any further evidence about those issues and I'm not persuaded that there's enough evidence to show that those issues caused the car not to have been of satisfactory quality when it was supplied to Mr B.

I've carefully considered all that Mr B has said and all of the evidence that he's provided, but I'm not persuaded that the car wasn't of satisfactory quality when it was supplied to him in August 2022. It's clear that Mr B feels strongly that his complaint should be upheld, so I appreciate that my decision will be disappointing for him. I find that it wouldn't be fair or reasonable in these circumstances for me to require Halifax to allow Mr B to reject the car, to pay for it to be repaired, to pay any compensation to Mr B or to take any other action in response to his complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 October 2025.

Jarrold Hastings
Ombudsman