

## **The complaint**

Mr D complains that a car that was supplied to him under a hire purchase agreement with Secure Trust Bank plc, trading as V12 Vehicle Finance, wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Mr D under a hire purchase agreement with V12 Vehicle Finance that he electronically signed in February 2024. The price of the car was £16,245, Mr D paid a deposit of £1,000 and he agreed to make 59 monthly payments of £347.42 and a final payment of £357.42 to V12 Vehicle Finance.

Mr D complained to V12 Vehicle Finance in November 2024 about issues with the car and it arranged for the car to be inspected by an independent expert later that month. It said in December 2024 that it wasn't upholding Mr D's complaint as the inspection report didn't deem the dealer to be liable for the issues with the car. There were more issues with the car and Mr D complained to this service in March 2025. He said in May 2025 that there were no faults outstanding as all recommended repairs had been completed.

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 V12 Vehicle Finance would be responsible for the repairs to the car as the evidence doesn't support that the faults were present or developing at the point of supply.

Mr D didn't accept the investigator's recommendation so I've been asked to issue a decision on his complaint. He says that the car is back in the garage as the issues relating to the rotary sensor have returned, with an estimated repair cost of £14,422.36 and faults to this degree wouldn't naturally develop randomly in such a short space of time. He says that a fault with the rotary sensor appeared in less than five months of having the car and effectively makes it a write-off. He says that he's had the car for over a year and half, he got it with 62,000 mileage and it's now 79,000 miles and he doesn't think that that's enough to justify what's happening.

## 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.

V12 Vehicle Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr D. 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 D was first registered in December 2019 so was about four years old, it had been driven for 62,810 miles and the price of the car was £16,245. 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 evidence that Mr D has provided shows that there have been issues with the car. He's provided a vehicle health check from August 2024, an inspection report which lists fault codes with the car and I can see that work has taken place on the rotary position sensor, wiring harness and rotary harness. Mr D complained to V12 Vehicle Finance about the issues with the car later that month and it arranged for the car to be inspected by an independent expert. The inspection report records the car's mileage as 74,110 miles and says:

*“At this stage we would consider the vehicle is found to be fault free. The repairs which have previously been carried out to the vehicle have been performed to a satisfactory standard. We would consider that the previous issues which the vehicle had suffered from would not have been present at the time of sale”.*

The inspection took place more than nine months after the car had been supplied to Mr D, the car had been driven for more than 11,000 miles in that time and the report said that the car was fault free, the previous repairs were of a satisfactory standard and the previous issues wouldn't have been present at the time of sale. I consider that it was fair and reasonable for V12 Vehicle Finance not to uphold Mr D's complaint.

It's clear that there have been significant issues with the car since then. Mr D has provided an estimate from March 2025 for repairs costs totalling £5,215.75 and he said in May 2025 that the car was showing no faults as all recommended repairs had been completed and the warranty had helped him with the repair costs. He said in June 2025 that the car was back in the garage as the issues relating to the rotary sensor had returned with an estimated repair cost of £14,422.36 and that the car was effectively a write-off. He says that the car's mileage is about 79,000 miles.

As the independent expert has said that the issues with the car that had been repaired by November 2024 wouldn't have been present when the car was supplied to Mr D, I consider it to be more likely than not that the car was of satisfactory quality when it was supplied to Mr D in February 2024. The March 2025 estimate records the car's mileage as 76,852 miles, so the car had then been driven for 14,000 miles in little more than a year and I don't consider that that would have been possible if the car hadn't been of satisfactory quality when it was supplied to Mr D. I also don't consider it to be likely that the faults with the car that were identified in March and June 2025 would have been present or developing when the car was supplied to Mr D more than a year earlier.

I can appreciate Mr D's feelings that the car is now, in effect, a write-off and I suggest that he contacts V12 Vehicle Finance to discuss the options that are available to him under the hire purchase agreement. I find that it wouldn't be fair or reasonable in these circumstances for

me to require V12 Vehicle Finance to allow Mr D to now reject the car, to pay for it to be repaired, to pay him any compensation or to take any other action in response to his complaint.

**My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 October 2025.

Jarrold Hastings  
**Ombudsman**