

The complaint

Mr E complains about the quality of a car that was supplied through a hire purchase agreement with SECURE TRUST BANK PUBLIC LIMITED COMPANY trading as V12 Vehicle Finance (STB).

What happened

In December 2023, Mr E acquired a used car through a hire purchase agreement with STB. The car was about six years and six months old and had travelled around 98,000 miles when it was supplied to Mr E. The cash price of the car was £14,189. A deposit of £4,000 is listed, so the total amount financed on the agreement was £10,189 payable over 35 monthly repayments of £343.50 and final monthly repayment of £353.50 if Mr E chose to purchase the car.

Mr E complained that he noticed issues with the car soon after collecting it. He said the issues included problems with the door frame, the boot not closing properly and the car steaming up. Mr E said he's brought the car back to the dealership on about three occasions, but the problems have remained. He says he wants to exchange the car or receive a refund.

STB issued a final response to Mr E's complaint in April 2024, which they upheld and advised the dealership had accepted liability and agreed to repair the car.

However, Mr E raised a further complaint about some more issues with the car including that he believed the mileage had been tampered with. STB issued a further final response in March 2025, which they didn't uphold. In summary, it said an independent inspection on the car found the issues reported wouldn't have been present or developing at the point of supply. Although, it said the misalignment of the door should be repaired.

Unhappy with their decision, Mr E brought his complaint to our service where it was passed to one of our Investigator's to look into.

Our investigator recommended that Mr E's complaint should not be upheld. In summary, the Investigator concluded that there was no evidence to demonstrate the car wasn't of satisfactory quality when it was supplied.

Mr E didn't accept the Investigator's assessment; he responded to say that issues he raised soon after supply were still present. However, as the Investigator's opinion remained unchanged, Mr E 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 E 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 E's complaint about STB. STB 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.

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 STB supplied Mr E with a used car that had travelled around 98,000 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be considerably less than that of a brand-new car with lower mileage; and that there would likely be signs of wear and tear due to its usage. Having said that, the car was priced at £14,189 which isn't insignificant. So, I think it's also fair to expect it could be used free from any major issues for a reasonable duration.

From the information provided I'm satisfied there were faults with the car. This is apparent from the independent inspection reports which both identified an issue a misalignment of the door frame, and that during an inspection in October 2024 the car wouldn't start due to a flat battery. Having considered the car had some faults, I've considered whether it was of satisfactory quality at the time of supply.

satisfactory quality

Mr E reported ongoing problems which included issues with the battery, misalignment of the driver's door, windows steaming up and the radio not working properly. Mr E says he's had similar cars in the past and hasn't experienced these issues before.

Mr E provided a job card dated from a garage in December 2024, advising a software calibration was carried out, which he said fixed the battery issue. No other issues with the car were noted on that job card.

Over the course of Mr E's concerns STB arranged two separate independent inspections of the car. Both inspection reports noted an issue with the door frame. The second report advised the car wouldn't start due to a flat battery, but no issues were identified with the radio, no warning lights or fault codes were present, and the boot functioned properly. However, it concluded the car was road legal and fit for regular use. I also note the battery issue was rectified shortly after in December 2024.

From the information provided, I'm satisfied a fault with the door frame existed and was consistent throughout the complaints Mr E made, however in June 2025, STB provided a job

card from the dealership advising of a realignment to the door frame and tailgate. So I'm satisfied this has also been repaired.

I recognise Mr E has said in a recent email to the Investigator in July 2025, that the issue with the door frame is still present. However, I've no evidence of this. I also acknowledge what Mr E has said about the inspection reports being false. The vehicle inspections were carried out by independent vehicle inspection experts, so I've no reason to doubt their expertise. They've concluded in the latest report that none of the issues raised by Mr E (besides the door frame and battery issue) could be identified and that the car was fit for regular use on the public highway. I don't doubt that issues were present, but I've seen evidence that the doorframe and battery issue has been rectified. So, I'm satisfied from the evidence provided that the car is in a condition that can be expected of a vehicle of its age and mileage.

I also haven't seen any evidence, besides what Mr E had said, that there has been any discrepancy with the mileage of the vehicle. The inspection reports haven't commented on it either, so I'm not persuaded, from the information provided, this was an issue.

I recognise Mr E's strength of feeling that the issues with the car took too long to repair and that some of them still remain, I also acknowledge that he wanted to exchange the vehicle, so I think it's likely Mr E has lost faith in it. However, as the evidence shows the issues have been repaired and that the car is in a roadworthy condition, I think STB have acted fairly in the circumstances and so I won't be asking them to take any further action in relation to this complaint.

My final decision

My final decision is that I don't uphold Mr E's complaint about SECURE TRUST BANK PUBLIC LIMITED COMPANY trading as V12 Vehicle Finance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 29 October 2025.

Benjamin John
Ombudsman