

## **The complaint**

Miss J complains that a car acquired through a hire purchase agreement financed by First Response Finance Ltd (First Response) is of unsatisfactory quality.

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

First Response supplied Miss J with a car on hire purchase in April 2023. The car had done around 37,000 miles and was almost seven years old.

In October 2023 the car began experiencing problems, it underwent repairs and the AdBlue injector was replaced at no cost to Miss J. In June 2025 Miss J began experiencing similar issues, this time she said the issues related to the engine management light and DeNOx system faults.

First Response commissioned an independent inspection and based on these findings it didn't uphold the complaint, but it agreed to a monthly payment deferment due to the ongoing investigation.

Our Investigator considered the complaint but didn't uphold it based on similar reasons. In summary she said there was no evidence to suggest the fault was linked to the previous repair as it was a different DeNOx system fault. So, she said it appeared the car was of satisfactory quality when it was supplied.

As an agreement couldn't be reached the complaint has been passed to me to decide.

## **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 done so, I've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Miss J, but I will explain my reasons below.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes informally.

The hire purchase agreement entered by Miss J is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. First Response 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 Miss J entered. Because First Response 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 says that 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 Miss J's case the car had covered approximately 37,000 miles and was almost seven years old when she 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 vehicle, there is an expectation there will be ongoing maintenance and upkeep costs. And with second-hand vehicles, it is more likely parts will need to be replaced sooner or be worn faster than with a brand-new vehicle. First Response would not be responsible for anything that was due to normal wear and tear whilst in Miss J's possession.

It isn't in dispute that there's faults with the car, at the point Miss J made her second complaint she had the car for almost two years and covered around 6,000 miles when the report was carried out. But just because the car requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a car will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the faults which Miss J complains of now, materialised prematurely or the car was not reasonably durable given its age and mileage.

Miss J took the car to an independent garage who looked into the faults Miss J complained of. I've seen a copy of the invoice it issued, in summary it said that the car was going into limp mode, and diagnostics indicate the faults in the DeNOx system which is common in this model. It said the problem had been ongoing for more than 12 months.

So, I've thought about this when considering the findings of the third-party inspection commissioned by First Response.

The inspection was undertaken in July 2025; it set out the following opinion:

*On durability grounds, the vehicle was of satisfactory quality at the time of sale. The current issues cannot be confidently attributed to the point of sale due to the time elapsed and lack of evidence showing that these faults were present when the vehicle was purchased.*

*There is insufficient evidence to confirm the current emissions fault as being directly related to the previous repair. However, if the previous work is found to have been incomplete or ineffective upon further investigation, liability could revert to the repairer.*

*Responsibility for the oil pressure fault and any consequential damage lies with the vehicle owner if the vehicle has been operated with insufficient servicing and poor oil condition.*

It went on to recommend:

- 1. The vehicle should undergo a full service to address poor oil condition and clear any outstanding maintenance issues.*
- 2. A physical DPF clean is recommended (not just a regeneration) to remove any accumulated soot and prevent further system issues.*
- 3. The vehicle should then be returned to service for extended use to assess whether the emissions faults persist.*

Miss J has provided evidence that the car has undergone services and MOTs in line with the manufacturers guidelines, so I don't think the faults complained of now have occurred as a result of any gaps in service. I also appreciate why Miss J says that the issues complained of now are linked to the initial repairs undertaken in 2023 but I'm afraid I don't agree.

Overall, from all the available evidence I've seen including the findings of the independent inspection I don't think the car was of unsatisfactory quality when it was supplied.

The engineer confirmed that their duty is to the courts, and not to the person who instructed and/or paid for the report. As such, I'm satisfied this report is reasonable to rely on. Given the contents of this report, I'm satisfied that the car was of satisfactory quality when supplied to Miss J.

I'm persuaded by the report submitted by First Response which was written by an independent expert. That's because of the detail, the expertise, the explanation of the inspection and the findings. So, I won't be asking First Response to do anything more to resolve the complaint.

I've also thought about the previous repairs and the length of time passed, Miss J has had trouble free motoring for almost 20 months, and I think it's unlikely she would've been able to make use of the car for that length of time had the initial repairs failed.

I appreciate this will be disappointing for Miss J, but I don't think the car was of unsatisfactory quality when Miss J acquired it.

### **My final decision**

For the reasons explained I don't uphold Miss J's complaint.

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

Rajvinder Pnaiser  
**Ombudsman**