

## The complaint

Mr C complains that the car he acquired through FIRST RESPONSE FINANCE LIMITED ("FRF") wasn't of satisfactory quality. He wants to cancel the finance agreement and have his payments refunded.

## What happened

Mr C entered a hire purchase agreement in August 2024 to acquire a used car. The cash price of the car was £9,999 and was to be repaid through the hire purchase agreement over the 61-month term. Mr C's monthly rentals were £271.52, so if the agreement ran to its full term, the total repayable would be £16,562.72. At the time of acquisition, the car was more than five years old and had been driven more than 40,000 miles.

Mr C told us:

- A couple of weeks before acquiring this car, he'd purchased another car from the same supplying dealership, but there were issues with it and he'd rejected it, and he'd been offered a second car which he acquired with the hire purchase agreement taken out on 24 August 2024;
- within six months things started to go wrong, but it was after six months that he took it to his garage where multiple big jobs came to light – with a total bill of £3,000;
- the garage identified an air leak, and whilst working on this – replacing the rocker cover and PCV valve and blown gaskets at a cost of more than £500 - the mechanic showed him a video of the problem with the wet belt and the noise that was coming from the oil pump, and he was told these things needed replacing;
- he did some research and spoke to two mechanics who told him that the supplying dealership should've sorted out the problems he was experiencing before supplying the car;
- initially the supplying dealership offered to help, but when the costs became apparent it withdrew that offer;
- he complained to FRF, but it asked him for evidence that the problems were there at the point of sale;
- the supplying dealership offered to pay for half of the cost of repairs, but he declined this offer;
- this had massively affected family life as they now have no working car, and he had to borrow £541 to complete the first repairs on the car;
- he's had to use taxis to get to work and get the children to school, and this is costing a lot.

FRF rejected this complaint. It said there was simply no evidence that the problems were present or developing when it supplied the car. It noted that at the time Mr C made his complaint, he'd had the car for eight months and had driven around 8,000 miles. And it said that the garage that had looked at the car had *"advised that the vehicles timing belt and oil pump had failed and required replacing. The engine had not been impacted, however further driving with the current issues would cause damage to the engine. The inspecting mechanic*

*confirmed that the issues would be considered as serviceable and caused by general age-related wear and tear”.*

In view of this, FRF said that the fault in question had not been present on the car since purchase, and accordingly Mr C was not entitled to a remedy in accordance with the Consumer Rights Act 2015.

FRF told this Service that the supplying dealership had offered to contribute 50% towards the £1,800 repair bill, and it had offered further support of £675 by way of its loan scheme. This would mean Mr C only had to pay £225 up front. But it said Mr C had declined this offer, but that he could contact it again if he wished to reconsider.

FRF explained that the car had been driven more than 40,000 miles in its five years – an average mileage, which demonstrated that the car had performed as expected and worked well since manufacture and without an inherent manufacturing defect.

FRF said once the car had been diagnosed as needing to have the oil pump and timing belt replaced, it had contacted the garage, but there was simply no evidence that the issues with these things were present when it was supplied.

Our investigator looked at this complaint and said he didn't think it should be upheld. He explained the relevance of the Consumer Rights Act 2015 (“CRA”) in the circumstances of this complaint and said that given the time Mr C had been in possession of the car, and the mileage he'd driven, he'd seen no evidence that these faults were present or developing at the point of supply.

Because Mr C had said the car was the subject of a national recall in 2021 for known issues of the type he'd experienced, our Investigator cross referenced the government website that details these sorts of things but found nothing about any outstanding recalls for this particular car.

And although Mr C said he'd not been given an owner's handbook when he acquired the car so he was unaware of the car's maintenance schedule, our Investigator said that it was reasonable to assume the car would need to have regular maintenance, and Mr C could've obtained this information from any one of several sources; the supplying dealership, the manufacturer; or online as many handbooks are now provided there rather than in a paper format.

He didn't dispute that Mr C had experienced issues with the car, but said that in view of its age, it was more likely than not that the faults he'd reported were simply a result of normal wear and tear. And without an independent report and diagnostics that set out evidence of the faults and their root cause, along with an opinion that they were present or developing at the point of supply, he could not uphold this complaint.

Mr C disagrees so the complaint comes 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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr C is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. FRF is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car *supplied* to Mr C was of satisfactory quality or not.

FRF supplied Mr C with a used car – it was more than five years old and had been driven more than 40,000 miles – so the price of the car was lower than it would've been if it had been supplied new. Because of this I think it's fair to say that a reasonable person would expect that parts of the car might've already suffered wear and tear. And there'd be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn't as road-worn when supplied.

I don't think there's any dispute that Mr C has experienced problems with the car - that has been well evidenced by both his testimony and the other documents that I've seen. But just because Mr C has had problems with the car, and things have gone wrong, it doesn't necessary follow that the car supplied to Mr C wasn't of satisfactory quality.

FRF would only be responsible for putting things right if I'm satisfied that the issues Mr C complains about now were present or developing when the car was supplied – that is to say, the car wasn't of satisfactory quality when Mr C acquired it in August 2024. And I simply haven't seen anything, for example, an independent engineer's report, that explains the cause of the faults and shows me that the fault with oil pump and wet belt were present or developing when the car was supplied to Mr C; or that the problems he's had are *not* commensurate with a car of this age and mileage.

So, in the absence of an independent engineer's report showing otherwise, then considering all the relevant circumstances, I can't hold FRF responsible for the problems Mr C now complains of.

I know Mr C will be disappointed with the outcome of his complaint, but I hope he understands why I've reached the conclusions that I have.

### **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 C to accept or reject my decision before 25 November 2025.

Andrew Macnamara  
**Ombudsman**