

The complaint

Mr E complains about the quality of a car he acquired under a hire purchase agreement with RCI Financial Services Limited trading as Mobilize Financial Services (MFS).

When I refer to what Mr E and/or MFS said or did, it should also be taken to include things said or done on their behalf.

What happened

In February 2023, Mr E entered into a hire purchase agreement with MFS to acquire a car first registered in April 2019. At the time of acquisition, the car had travelled around 46,544 miles. The total cash price of the car was £22,509. The duration of the agreement was 48 months. There was an advance payment in the amount of £4,380, followed by 45 consecutive monthly payments of £298.98. Following the first monthly payment and the additional 45 monthly instalments, a further payment of £298.98 was due one month thereafter, and a final payment of £9,377.64 (including an option to purchase fee of £1).

Mr E said that the oil pressure pump warning light was appearing on the dashboard of the car and the car would then go into limp mode and needed to be recovered. He said the first time this happened was in May 2024 (but this may have been towards end of April 2024 as recovery agent's report on file is from that date) and then two more times after this, in August 2024 and in June 2025.

In May 2024 the supply dealership replaced a blown fuse, cleared the fault codes, and road tested the car confirming it was all ok. Later in August 2024, the supply dealership found multiple fault codes relating to different components of the power train and again found a blown fuse. They cleared the fault codes, replaced the fuse, road tested the car, and said it was all ok. They said it could be an intermittent faulty component or a short circuit anywhere on the wiring loom, but said there was nothing visible when they checked.

Mr E said that after the supply dealership visit in August 2024, he was told to keep replacing the fuse, which he kept on doing until May 2025, when the car went into limp mode again. Mr E feels that he should not be responsible for a fault with the car while during the period of the finance agreement. He believes that the car should have been repaired on warranty on one of the previous occasions and now the warranty has expired.

Mr E also said that the recovery company that came out when the car went into limp mode the first time, told him that this fault would need to be fixed because eventually the car would suffer a catastrophic engine failure, if it persists. He said, this is exactly what has now happened and as such he feels that he should be able to reject the car.

In August 2025 MFS wrote to Mr E. In this correspondence they said they understand that on 1 May 2024, a warning light appeared on the car's dashboard indicating low oil pump pressure, and the car entered limp mode. This issue occurred twice more once around August 2024 and again on 1 June 2025. MFS said that Mr E was informed by the supply garage that the fuse had blown. Since then, they said they understand that Mr E continued to purchase replacement fuses which continued to blow. MFS said that the supply garage

had been unable to identify the root cause of the issue and only offered temporary fixes. And since then, on 1 June 2025 the issue occurred again. Therefore, MFS said they contacted the supply dealership who advised them that they carry out multiple tests on the car but were unable to identify a fault that would explain the fuse issue.

In that correspondence, MFS said that due to the absence of clear evidence of a fault, and considering the car's age and usage, they did not support Mr E's request to reject the car. MFS said the dealership escalated the matter to their technical team for further review, but Mr E declined to authorise a compression test and a battery replacement, as he was not prepared to cover the cost of this. As a result, MFS said no further diagnostic work has been carried out. They explained that to confirm any underlying fault, these steps would need to be approved. As such, they said they were unable to uphold Mr E's complaint.

Mr E remained unhappy. As such, he referred his complaint to the Financial Ombudsman Service (Financial Ombudsman).

Our investigator considered Mr E's complaint and, in summary, the investigator said that, on balance, there was not enough evidence to ask MFS to do anything more to resolve Mr E's complaint.

Mr E disagreed with the investigator. As such, 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered good industry practice at the relevant time. Mr E acquired the car under a hire purchase agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements. MFS is the supplier of goods under this type of agreement and is responsible for dealing with complaints about their quality.

I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focused on those that are central to me reaching, what I think is, the right outcome. This reflects the informal nature of the Financial Ombudsman as a free alternative to the courts.

I am only considering the aspects MFS are responsible for, so I cannot look at certain actions and/or inactions of the dealership/broker or the warranty company which Mr E might be unhappy about. As such, in this decision I only focused on the aspects I can look into. And I am only looking at the events that have been raised by Mr E with MFS, the ones they had an opportunity to address in their correspondence sent to him in August 2025.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr E entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into

account the description of the goods, the price paid, and other relevant circumstances. I think in this case, those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

In Mr E's case the car was used, with a total cash price of £22,509. It had covered around 46,544 miles, and was about three year and ten months old when he acquired it. Therefore, based on age and mileage of the car it is reasonable to expect there to be some wear to it because of its use. I would have different expectations of it compared to a brand-new car or one that is less road worn. As with any car, there is an expectation there will be ongoing maintenance and upkeep costs. There are parts that will naturally wear over time, and it is reasonable to expect these to be replaced. With second-hand cars, it is more likely parts will need to be replaced sooner or be worn faster than with a brand-new car. And MFS would not be responsible for anything that was due to normal wear and tear whilst in Mr E's possession. However, I think a reasonable person would not expect anything significant to be wrong shortly after it was acquired.

I know that Mr E thinks he should be entitled to reject the car. The CRA sets out that Mr E has a short-term right to reject the car within the first 30 days, if the car is of unsatisfactory quality, not fit for purpose, or not as described, and he would need to ask for the rejection within that time. Mr E would not be able to retrospectively exercise his short term right of rejection at a later date.

The CRA does say that Mr E would be entitled to still return the car after the first 30 days, if the car acquired was not of satisfactory quality, not fit for purpose, or not as described, but he would not have the right to reject the car until he has exercised his right to a repair first – this is called his final right to reject. And this would be available to him if that repair had not been successful. However, before he would be entitled to a right of repair I need to be satisfied, on balance, that the car had a fault, or was not reasonably durable to a point that it would render it of unsatisfactory quality.

First, I considered if there were faults with the car.

From the job sheets provided by the supply dealership, I can see that in May 2024 the supply dealership replaced a blown fuse, cleared the fault codes, road tested the car, and said it was all ok. This was about one year and three months after supply and, at that time, the car had travelled about 66,500 miles (approximately 20,000 miles since supply).

Later in August 2024 the supply dealership found multiple fault codes relating to different components of the power train and, again, found a blown fuse. They cleared the fault codes, replaced the fuse, road tested the car, and said it was all ok. They said it could be an intermittently faulty component or a short circuit anywhere on the wiring loom but said there was nothing visible when checking. This was about one year and six months after supply and, at that time, the car had travelled about 70,000 miles (approximately 23,500 miles since supply).

In June 2025 the car again went into limp mode and Mr E said that it would require a major engine repair. This was about two years and four months after supply.

Based on the above I think, most likely, the car was faulty, but just because there are, or there were, faults found with the car does not mean the car was of unsatisfactory quality.

I have considered all the evidence that was provided in this case, and I do not have enough evidence to say that, most likely, the car was of unsatisfactory quality.

First, I have not seen enough to be able to say that those issues listed above would, most likely, render the car of unsatisfactory quality based on the mileage, age, and price of the car. I say this because the current evidence available does not give a great amount of detail. Specifically, there is not enough information as to the cause of the faults. There is no independent report nor any mechanical report, or any invoices/job sheets/cards that elaborate on why the faults with the car had occurred. I have seen the recovery agents' report (from April 2024). The report lists several fault codes that were found but this report does not state why the faults with the car had occurred. Plus, the supply dealership, at that time, replaced a blown fuse, cleared the fault codes, road tested the car, and said it was all ok.

When coming to the above conclusion I have thought about the fact that Mr E was able to drive this three year and ten months old car for one year and three months after supply and, at that time, the car started to experience the faults in question while it had travelled about 66,500 miles (approximately 20,000 miles since supply). I think, most likely, had the faults been present or developing at the point of sale, they would have surfaced sooner than they did. As such, Mr E would not have been able to drive for as long as he did.

I've also considered whether the car was reasonably durable. In certain situations, if parts fail prematurely, this can indicate that the car was not of satisfactory quality at the point it was supplied as it may have been not reasonably durable. Some of the engine parts that may have developed faults, on a well-maintained car, could have potentially lasted longer than they have in this car. However, as I mentioned, there is not a great amount of detail as to the cause of the faults and what has specifically failed. There is no direct information as to root cause. There is no independent report stating the reason why the faults with the car had occurred. As such, I have not seen enough evidence to be able to say that, most likely, the car, or its parts, have not been reasonably durable which would render the car to be considered of an unsatisfactory quality.

Overall based on the mileage, price, and age of the car when supplied, combined with how long Mr E had it for and how many miles he was able to travel before the car failed, I do not have enough information to say that, most likely, the car was not of satisfactory quality, not fit for purpose, or not as described.

While I sympathise with Mr E for all the difficulties that he is experiencing, based on all the information available in this case, I do not think there is sufficient evidence to say that, most likely, MFS should be required to take any further action regarding his complaint.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 10 April 2026.

Mike Kozbial
Ombudsman