

## **The complaint**

Mr F complains that a car supplied to him under a hire purchase agreement with Marsh Finance & Commercial Limited (Marsh) was of an unsatisfactory quality.

## **What happened**

In April 2024, Mr F was supplied with a used car through a hire purchase agreement with Marsh. The car was first registered in May 2016 and had travelled around 77,000 miles. The cash price of the car was £13,600 and he paid a deposit of £3,600. The amount of credit was £10,000 and the duration of the agreement was 42 months; with 41 monthly payments of around £328 and a final repayment of around £338.

In May 2024, the car broke down in Manchester due to a fault with the ABS pump wiring and was towed to a nearby garage. As this wasn't covered by Mr F's warranty, he arranged for the car to be towed back to the supplying dealership in London for repairs. The dealership found the problem to be due to a rodent biting through the ABS pump wiring, and replaced this for Mr F. However, they said Mr F would need to collect the car and arrange for it to be reprogrammed by a main dealer.

Mr F complained that the car wasn't of satisfactory quality when it was supplied to him and collecting the car from London and arranging the reprogramming would cause him significant inconvenience. He wanted the dealership to arrange for the car to be reprogrammed and delivered to him or be able to reject the car. Marsh said the car had now been repaired, and the dealership had agreed to reimburse Mr F for the cost of the reprogramming, which they considered to be a reasonable outcome.

Our Investigator reviewed matters and thought Mr F's complaint should be upheld. They said they were persuaded the car was of unsatisfactory quality when it was supplied to him, and Marsh had taken responsibility for the repairs. For these reasons, they thought Marsh should arrange and pay for the car to be reprogrammed and returned to Mr F, refund payments to reflect loss of use and pay £100 compensation for the distress and inconvenience caused.

Mr F accepted the Investigator's recommendations, but Marsh didn't. In summary, they said they aren't liable for the damage as it was caused by a rodent while the car was parked at an airport, and the repairs were carried out as a gesture of goodwill.

As no agreement was reached, the matter was passed to me to decide. I issued a provisional decision, setting out my intention to not uphold the complaint. I said:

*In considering this complaint I've taken into account the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr F was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.*

*The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr F 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.

Here, the car was nearly eight years old with a mileage of around 77,000 when it was supplied to Mr F. I think a reasonable person would expect a car of this age and mileage to have significantly more wear and tear that would require repair or maintenance sooner than a newer one would. But I wouldn't expect the car to be supplied with any significant fault, and I would expect it to be sufficiently safe and durable.

Where a car is found to be of unsatisfactory quality when supplied, it'd be fair and reasonable to ask the finance provider, in this case Marsh, to put this right. However, Marsh wouldn't be responsible for anything caused by reasonable wear and tear, or damage caused by external factors while in Mr F's possession – even where the cause of the damage was outside of Mr F's control.

The breakdown report confirms the car was recovered from a carpark near Manchester airport, due to the engine not starting and loss of electrics. I've seen video evidence here that shows when the car was recovered, the ABS wiring was found to be cut through. So, I'm satisfied there was a fault with the car that prevented it from starting. What I therefore need to consider is if there was a fault that was more likely than not present or developing at point of supply, that would make the car of unsatisfactory quality.

Marsh believes the cause of the fault to be a rodent biting through the wire while the car was parked at the airport. I've carefully considered this and note I haven't seen any conclusive evidence, such as an independent report, that confirms this to be the cause. However, I also haven't seen any evidence that shows there was a fault with the ABS pump wire when the car was supplied to Mr F.

The dealership confirmed a rodent to be the cause after inspecting the car and carrying out the repairs. I've also considered that Mr F was able to start the car to drive it when it was supplied to him, which he wouldn't have been able to do had the ABS wiring been damaged at this point. The breakdown report shows the car was recovered from a carpark near Manchester airport, where it would've been left for some time while Mr F was travelling. The damage was then identified on his return, when the car wouldn't start. The video evidence doesn't indicate the damaged wire was close to anything that could've rubbed against it causing it to break. And had this happened while Mr F was driving, I'd expect there to have been some indication of this prior to him parking the car at the airport.

Having carefully considered all of the above, I'm persuaded that, on balance, it's more likely than not the damage that caused the car to not start was due to a rodent chewing through the ABS pump wire, while the car was parked in the airport carpark. I haven't seen anything that persuades me the car was supplied to Mr F with a fault that would render it of unsatisfactory quality. So, I don't find Marsh are responsible for the required repairs, or the impact to Mr F including the costs incurred or inconvenience caused by the fault.

I know this will come as a disappointment to Mr F, but based on the information I've seen, I don't intend to uphold his complaint or require Marsh to do anything further.

## **Responses to my provisional decision**

I invited both parties to respond with any further points or evidence they wanted me to consider before I issued my final decision on this complaint.

Marsh didn't respond with any new comments or submissions for my consideration.

Mr F didn't agree. In summary, he said:

- The car failed within weeks of purchase and minimal miles, which suggests an underlying defect such as pre-existing wire vulnerability or poor insulation.
- There is no independent report or evidence that confirms the damage was caused by a rodent.
- He believes he's been scammed by the supplier, who has many negative reviews.
- It was unreasonable to expect him to bear the inconvenience and costs of transporting the car from London, arranging reprogramming and managing repairs for a fault that arose so soon after purchase.

### **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 those set out in my provisional decision, for the same reasons.

It's important to explain I've read and taken into account all of the information provided by both parties, in reaching my decision. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. I'm aware I've summarised Mr F's response in less detail, this isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a reasonable outcome is. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

As I've explained in my provisional decision, Mr F was able to drive the car and didn't report any issues prior to parking it at the airport. The damaged wire preventing the car from starting was found on his return after the car would've been left in the carpark for some time. Had this damage been present at the point of supply, I would've expected there to have been an indication of this during Mr F's use of the car prior to it being parked at the airport. I've considered Mr F's point about existing wire vulnerability, but it seems unlikely the wire would simply break, without the involvement of any external factors, while the car was parked stationary and not being used.

For the reasons I've explained, I'm persuaded that, on balance, it's more likely than not the damage occurred due to external factors such as a rodent chewing through the wire – which is plausible and a common occurrence in similar circumstances. Regardless of the short amount of time Mr F had the car and minimal miles covered, Marsh isn't responsible for damage caused after supply – even if the damage was caused by circumstances outside of Mr F's control.

As I don't find Marsh supplied Mr F with a car that was of unsatisfactory quality, I'm unable to say they are responsible for required repairs or the impact caused to Mr F. Mr F has benefitted from the repairs carried out to the ABS wire by the dealership free of charge. And while I recognise the inconvenience of collecting the car and arranging the required reprogramming, I can't reasonably hold Marsh responsible for this or require them to do anything further.

Lastly, Mr F has provided screenshots of multiple negative reviews about the dealership who supplied him with the car. However, I'm unable to comment on these here as they relate to the experience of others. We consider each complaint based on its individual merits and the reviews provided are not relevant to Mr F's case, and do not evidence that he was supplied with a car that was of unsatisfactory quality.

### **My final decision**

For the reasons I've set out above, my final decision is that I don't uphold Mr F's complaint about Marsh Finance & Commercial Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 5 December 2025.

Nicola Bastin  
**Ombudsman**