

The complaint

Mr H complains that a car he acquired through a hire purchase agreement financed by SECURE TRUST BANK PUBLIC LIMITED COMPANY trading as V12 Vehicle Finance ('V12 Vehicle Finance') 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.

Mr H acquired a car under a hire purchase agreement in September 2023; the car was around nine years old with a cash price of £13,150 and had covered around 42,000 miles.

In May 2025 Mr H complained to V12 Vehicle Finance. He said there was an underlying issue which had been present before he acquired it. Mr H said he had two pieces of evidence, an invoice from July 2021 confirming the vehicle had been modified and an invoice from September 2023 confirming a cylinder fault. He said this documentation was provided at the point he acquired the car. Mr H wanted V12 Vehicle Finance to repair the vehicle or, support rejection.

In August 2025, V12 Vehicle Finance commissioned an independent report. In short, the report confirmed faults but concluded they were due to normal wear and tear. So, given the age and mileage of the car, it confirmed the car was of satisfactory quality and the faults wouldn't have been developing or present at the point of supply.

V12 Vehicle Finance failed to address Mr H's concerns within the required timeframe, so he referred his complaint to our service. It later issued its final response letter, partially upholding the complaint. Whilst it maintained the car was of satisfactory quality, it acknowledged the delay in investigating the complaint and so offered £150.00 compensation.

Our Investigator issued an opinion. This explained, in summary that she didn't think there was enough evidence to confirm the vehicle had been modified but even if it had, Mr H would've been aware of this at the point of sale. Further, based on the independent report she didn't think the car was of unsatisfactory quality.

Mr H disagreed; he maintained the faults which occurred in May 2025 were linked to an underlying issue which was present at the point of supply.

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 Mr H, but I will

explain my reasons below.

The hire purchase agreement entered into by Mr H is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. V12 Vehicle Finance 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 Mr H entered. Because V12 Vehicle Finance 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 Mr H's case the car was used and covered approximately 42,000 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the car now, both the invoice Mr H supplied dated May 2025, and the independent inspection carried out confirms there was a cylinder 4 misfire. I also think, based on the information Mr H provided, there was a fault with the vehicle in September 2023. Mr H had the car for over 18 months and covered around 11,000 miles before it experienced issues. But just because the car requires a 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 engine failure which Mr H complains of now failed prematurely or was not reasonably durable given its age and mileage.

I want to make it clear at the outset that I do not dispute that the vehicle underwent repairs prior to Mr H acquiring it. The invoice dated 18 September 2023, confirms that the vehicle was booked in on 12 April 2023. It is not unusual for second hand cars to require repair from time to time, particularly given that in this case, the car was nine years old at the time and had covered almost 42,000 miles.

It records that a health check was carried out and that all brake pads and discs were replaced. It also notes that a misfire was identified on cylinder 2 and that removal of the cylinder head was required. But I am not persuaded that these earlier repairs were connected to the issues Mr H experienced in May 2025. I'll explain below in more detail.

The CRA implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless V12 Vehicle Finance can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Mr H to show it was present when the car was supplied.

As a gesture of goodwill V12 Vehicle Finance arranged for an independent inspection in

August 2025. It said:

"O1 In our opinion based on the visible evidence, we can confirm that we did identify issues at the time of our inspection, in the form of an external coolant leak which we could not identify the source due to an inaccessibility issue. There was a heavy misfire which was identified by a fault code to cylinder number 4 and when performing a compression test, we noted cylinder 4 compression was excessively low at 31 pounds per square inch.

O2 We would recommend further investigation under workshop conditions, to ascertain the root cause of these issues and what remediate action is required.

O3 Issues of this nature would be due to wear and deterioration which would not be unexpected on a vehicle of this age and recorded mileage..."

It concluded:

"C1 We note from the information provided in our instructions that the vehicle has been on hire for 612 days and has reportedly covered 11'598 miles. However, we now note that the vehicle's current mileage has been confirmed and the vehicle has covered 13'598 miles since hire to the date of our inspection on 26/08/25.

C2 We can conclude that we did identify issues at the time of our inspection.

C3 Considering the vehicle has incurred 13'598 miles since purchase, we would consider that there is insufficient evidence to suggest that the issues would have been present or in development at the point of vehicle sale".

The independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the car by a qualified motor technician. As such, I'm satisfied the report is reasonable to rely on. Given the contents of the report, in my view, the car was of satisfactory quality when supplied to Mr H.

I understand Mr H thinks the vehicle had an underlying issue at inception but I'm afraid I don't agree. There is nothing to persuade me the faults are linked. Further, I've also taken into account that Mr H's car had travelled around 53,500 miles in total by the time this problem happened. This isn't an insignificant amount of mileage and would lead me to doubt whether I could say for certain that the cylinder misfire should not have occurred when it did because of an underlying issue when it was supplied. And given that Mr H was able to travel over 11,000 miles without any issue, I'm persuaded an inherent issue with the cylinder misfire would have presented itself much sooner.

I acknowledge that the invoice dated July 2021 indicates the vehicle was modified with an engine performance remap at that time. However, the independent inspection states there was no evidence of remapping within the ECU data at the time of inspection in August 2025. As such, I have seen no evidence to demonstrate that the vehicle was modified at the point of supply.

I empathise with the situation Mr H is now left in, and I understand why this isn't the outcome he would've wanted. But for the reasons I've explained I won't be asking V12 Vehicle Finance to take any further action in relation to this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 February 2026.

Rajvinder Phaiser
Ombudsman