

The complaint

Miss L complains that the car she acquired through SECURE TRUST BANK PUBLIC LIMITED COMPANY, trading as V12 Vehicle Finance (“STB”) wasn’t of satisfactory quality. She wants to reject the car.

What happened

Miss L entered into a hire purchase agreement in November 2024 to acquire a used car. The cash price of the car was £7,499, and taking into account the deposit, the total credit provided was £6,499. The agreement was set up over a 48-month term with monthly rentals of £182.80, so that if the agreement ran to term, then the total repayable would be £9,784.40. At the time of acquisition, the car had already been driven more than 36,000 miles and was just over nine years old.

Miss L told us:

- In January 2025 the car broke down, and she had to call out a roadside recovery firm who diagnosed the problem as multiple cylinder misfires, and she paid privately for repairs;
- the car continued to experience problems, and it broke down again in July 2025 with the same problems diagnosed by the roadside recovery business;
- she contacted the supplying dealership to report the matter, and it recommended a mechanic and a discounted repair at a garage which cost around £1,400;
- it was claimed that the faults had been repaired, solving the issue of the high oil and fuel usage;
- just six weeks later, the car broke down again and the exact same faults were diagnosed, and the car has been parked up while she disputed the matter with STB;
- she’s paid off the finance on the car, but she wants to reject it and be given a refund of her payments.

STB rejected this complaint. It said that it had arranged an independent inspection of the car, and the engineer had concluded that there were faults with it, but that these faults were not present or developing at the point the car had been supplied by STB. It said the engineer concluded that the supplying dealership and, by extension, STB could not be held liable for the problems experienced by Miss L.

STB told this Service that Miss L had reported the issues with the car to it more than six months after the car had been supplied. And it told Miss L that she’d need to evidence the issues were present or developing when the car was supplied in November 2024. STB said Miss L’s supporting evidence only showed details of the work that had been carried out and didn’t set out the cause of the fault; when it had occurred; and whether it was present or developing at the point of supply. It said Miss L also did not provide details of the repairs that had been carried out following the breakdown in January 2025.

STB said that because the first breakdown had happened within the first six months, it had commissioned and paid for an independent inspection. But it said that based on the

engineer's conclusions and the fact that Miss L had driven more than 11,000 miles in the car, it could not uphold her complaint.

Our Investigator looked at this complaint and said she didn't think it should be upheld. She explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint, and said that although the car appeared to have broken down on three occasions as a result of engine misfiring, none of the information provided by Miss L confirmed the underlying cause of the engine misfiring, or whether the breakdowns themselves were a result of the same fault.

She explained that the independent inspection did not conclude there was an inherent fault with the car that made it to be of unsatisfactory quality at the point of supply. And because of this she couldn't hold STB responsible for the problems Miss L had experienced.

Miss L disagreed and explained that the supplying dealership's paperwork was not detailed and because of this it wasn't possible to confirm what repairs had been completed. And she said she was of the view that either the repairs had not been undertaken, or they had further damaged the car.

Miss L explained a possible cause of cylinder misfire and suggested that the supplying dealership may have masked the problem by simply replacing the cylinders rather than diagnosing and resolving the underlying problem.

Our Investigator looked again at all the submissions from both Miss L and STB, and she explained that faults that develop *after* the car was supplied or faults that were a result of routine maintenance or wear and tear wouldn't be STB's responsibility. And in the absence of any other compelling evidence she couldn't uphold this complaint.

Miss L 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 don't believe that 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 Miss L is a regulated consumer credit agreement this Service is able to consider complaints relating to it. STB 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 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 Miss L was of satisfactory quality or not.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless STB can show otherwise. But, if the fault is identified after the first six months, then it's for Miss L to show the fault was present when she first acquired the car. So, if I thought the car was faulty when Miss L took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask STB to put this right.

So, what I need to consider in this case is whether the car *supplied* to Miss L was of satisfactory quality or not.

STB supplied Miss L with a used car – it was more than nine years old and had been driven more than 36,000 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 Miss L has experienced problems with the car. That has been well evidenced by her testimony and the documents and evidence she's sent in. But STB would only be responsible for putting things right if I'm satisfied that the problems with the car were present or developing when it was supplied – that is to say, the car wasn't of satisfactory quality when Miss L first acquired it.

In this particular case, the most persuasive evidence I have is the report from the independent engineer that inspected the car. I say this because they're independent of both Miss L and of STB; they're an appropriately qualified expert in automotive engineering; and they have the expertise and experience to give an opinion on the existence of the fault relative to the point of supply.

The independent engineer recorded the following background information: *"Misfire problem...Can you please inspect the vehicle and determine if there are any faults present and if so, what they are. Would you deem them as present at the point of sale or linked to previous repairs? Can you confirm liability of the current issues...The car has had repeated problems with the engine. 02/01/25 - The car broke down with multiple misfire faults. The RAC report showed misfires across cylinders 1, 2, 3 and 4...04/07/25 - The same issue occurred again. The RAC recovered the car and their report again showed misfire faults...27/09/25 - The car broke down yet again with the same misfire problem"*.

So I'm satisfied that they were provided with information that clearly set out the issues and the history of the problems experienced by Miss L.

The engineer confirmed that they carried out a diagnostic test and confirmed the presence of a number of fault codes. They also confirmed *"a heavy engine misfire was present on idle"* and that *"there was evidence of oil present to the rocker cover area"*. And they confirmed evidence of oil saturation on the underside of the car.

Upon completion of their inspection, the engineer made the following statements: *"Taking into account the elapse time and mileage covered from purchase to our inspection, efficient time and mileage has been covered for the faults identified to have not been present at the point of sale"*. And they confirmed in their opinion that:

- *"The faults were not present at the point of sale"*.
- *"There was no evidence of any unsuccessful failed previous repairs"*.
- *"The faults have developed from sale"*.

- *“There are no faults with the vehicle that would be the responsibility of the selling garage”.*
- *“The faults identified regarding the fault codes, heavy engine misfire and evidence of oil present to the rocker cover and to the underside of the vehicle, would be the responsibility of the operator”.*
- *“We would have to conclude at the vehicles age recorded mileage these repairs would be considered maintenance to keep the vehicle in serviceable state and would not be unexpected at the vehicles age recorded mileage”.*
- *“We would have to consider after 11,000 miles since point of sale there is no evidence to indicate these conditions were present at that time”.*

So, on the basis that the fault was not present or developing at the point of supply; was not the result of previous repairs that subsequently failed and; the car has been durable, I simply can't say that the car was of unsatisfactory quality when it was supplied. And in the absence of any other persuasive and independent evidence to the contrary, I can't hold STB responsible for the problems Miss L has experienced with it.

In summary, I don't uphold Miss L's complaint. I know she'll be disappointed with the outcome of her complaint, but I hope she 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 Miss L to accept or reject my decision before 11 May 2026.

Andrew Macnamara
Ombudsman