

## **The complaint**

Miss L has complained that she is unhappy with the quality of a car she acquired in July 2022, using a hire-purchase agreement with First Response Finance Ltd ("First Response").

## **What happened**

Miss L acquired a used Ford in July 2022, using a hire-purchase agreement with First Response. The car was around ten years old, with a mileage of 110,746. The cost of the car was £4,495, and Miss L borrowed the full amount over a term of 48 months, with a monthly repayment of £158.68.

Miss L said that the car had a clean MOT with no advisories and had been fully serviced with everything working as it should. However, a few months later, in November 2022, the clutch started to make a noise. She took the car to a garage, and she said she then found out that the two rear tyres were different sizes and completely bald which would have been an instant MOT failure and made the car illegal to drive, and that other repairs were needed.

Miss L sent in the list of repairs the garage gave her and it stated that the two rear tyres, the front brake pads and the battery needed replacing, and that there were things she should 'keep an eye on', these being the brake fluid, the rear shock absorbers and lower suspension wishbone arm. Miss L said she was quoted around £1,300 for all of the repairs. Of this, it looks as though the items for immediate attention – the tyres, brake pads and battery - came to about £400.

Miss L said that, had she known all this, she wouldn't have gone ahead with the car, and she now wants to reject it. She complained to First Response, but it said it would not be upholding her complaint. Miss L was unhappy with the car and with First Response, so brought her complaint to this service. Our investigator looked into Miss L's complaint, but didn't think it should be upheld. Miss L didn't agree, and asked for the complaint to be reviewed by an ombudsman.

## **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.

I've decided not to uphold Miss L's complaint. I'll explain why.

Because First Response supplied the car under a hire-purchase agreement, it's responsible for a complaint about the quality, and there's an implied term that the car was of satisfactory quality. Cars are of satisfactory quality if they are of a standard that a reasonable person would expect, taking into account all of the relevant circumstances such as (amongst other things) the age and mileage of the car and the price paid. When considering satisfactory quality, I also need to look at whether the car is durable – that is, the components within the car must be durable and last a reasonable amount of time.

In this case of course, the car was around ten years old, with a mileage of 110,746 when Miss L acquired it. And the price was lower than that of a new car. So it's reasonable to expect that parts of the car would have suffered a degree of wear and tear, and that a car of this age would likely need repair and maintenance sooner than a newer car.

I've taken account of the relevant law, in particular the Consumer Rights Act 2015, ("CRA"). There are certain times, set out in the CRA, when a consumer is entitled to reject goods, in this case the car, if they don't conform to contract – a short term right to reject within 30 days of taking delivery, or a final right to reject if a repair or replacement hasn't resulted in the car subsequently conforming – that is, it then being of satisfactory quality.

As I noted above, Miss L sent in a copy of the quote for the repairs from November 2022. The mileage stated was 112,229, so Miss L had driven about 1,500 miles in the car. She also sent in a copy of the MOT certificate dated June 2022, and this showed that the car had passed the MOT with no advisories. The mileage stated was 110,735 - very near the mileage at the point of supply. First Response sent in copies of the hire purchase agreement, and notes of its contact with Miss L (and with the garage), along with copies of the pre-sale service documents and other historical MOT and service documents.

First Response said it had telephoned the garage directly, and I can see from the notes it sent in that it discussed the listed faults with the garage. In summary, First Response said the garage told it that the items in the 'keep an eye on' section were advisories, and would be listed as such on an MOT, for example, rather than being current faults on the vehicle. It further said that the tyres had cords exposed, which undoubtedly would have been identified on an MOT in this condition. Aside from the tyres, the vehicle was still drivable and in roadworthy condition. But the car had passed an MOT at the point of sale, which did not list any advisories at all.

I've carefully considered all of the evidence, including the notes of First Response's conversation with the garage. I can appreciate that Miss L is unhappy that she had to have repairs carried out quite soon after getting the car, but from the information I have, I don't consider I can fairly say that the car wasn't of satisfactory quality at the point of supply. I say this because the car was ten years old and had travelled over 110,000 miles, so it's reasonable to think that some components would have been part way through their expected life - and indeed could have been nearing the end of their expected life – when Miss L acquired the car. For example the pre-sale inspection note shows the front brake pads as being quite worn and therefore likely to need replacement fairly soon afterwards. A battery will need to be replaced from time to time, and the other items listed for Miss L to 'keep an eye on' also seem to me to be due to natural wear and tear over time.

With regard to the rear tyres, the notes on the list of repairs are quite brief, so I don't have information about what sizes the tyres were, or should have been. From the notes of the conversation between First Response and the garage, the main issue seemed to be the exposed cord on one of the tyres, rather than the sizes. But as I mentioned above, an MOT was carried out just before Miss L got the car, and this was a pass with no advisories. So had there been a fault with the tyres I think this would have shown on the MOT. So again I can't fairly say there was a fault present at the point of supply.

In summary, based on all the evidence and information provided, I'm not persuaded that the car wasn't of satisfactory quality at the point of supply. So I don't think First Response has done anything wrong, and therefore I am not upholding this complaint.

### **My final decision**

For the reasons given above, I have decided not to uphold Miss L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 12 August 2023.

Jan Ferrari  
**Ombudsman**