

## **The complaint**

Mr L complains about the quality of a car he has been financing through an agreement with Secure Trust Bank Plc, who I'll call Secure Trust.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## **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 know it will disappoint Mr L, but I don't think Secure Trust have been unreasonable here. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr L acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Secure Trust, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr L. The car here had already completed around 90,500 miles and was more than seven years old. So, I don't think a reasonable person would expect it to be fault free, as would perhaps be the case with a brand new car.

The relevant legislation gives consumers the short term right to reject goods if they're of unsatisfactory quality when they're received. But it explains that goods shouldn't be considered of unsatisfactory quality where a consumer examines the vehicle before buying it and should have noticed the fault.

I've considered the photographs in the independent inspector's report. I think the damage Mr L complained to Secure Trust about within the first 30 days, ought to have been obvious

to him when he inspected the car before driving it away. I understand Mr L has explained that it was dark at the time, but I think the damage to the seat base would have been evident under the car's internal light, and the significant scratches and scrapes to several panels would be unlikely to be missed. I also note that the door mirror was significantly damaged, and I think Mr L would be likely to have noticed that. So, taking that into account, I think it's likely that Mr L either accepted the car in that condition, or that the damage occurred subsequently. In either case it wouldn't be fair to suggest Secure Trust needed to repair it or to allow Mr L to reject the car on that basis.

The relevant legislation allows a business one opportunity to fix a fault that was present when a car is supplied. I can't see that Mr L reported the problems with engine noise until late March 2022, about 3 months after he'd taken receipt of the car. In those circumstances the relevant legislation allows the business one opportunity to repair the fault, and I think that's what Secure Trust have offered here, as they've offered to repair the auxiliary drive belt problems the independent inspector identified in October 2022.

I don't think Secure Trust need to do any more than that.

### **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 6 September 2023.

Phillip McMahon  
**Ombudsman**