

## **The complaint**

Mr S complains First Response Finance Ltd (First Response) supplied him with a car that he believes wasn't of satisfactory quality.

## **What happened**

In June 2022, Mr S entered into a 49 month hire purchase agreement for a used car. The cash price of the car was around £4,700. It had travelled over 77,000 miles and it was around 10 years old. Mr S was required to make monthly payments of £173.

In February 2023, he reported issues with the car. It was found there was a fault with one of the fuel injectors and the ignition coils. These parts were replaced and the cost was covered under warranty. However this didn't appear to resolve the issue.

Shortly afterwards, a further diagnosis by another mechanic (who I will refer to as Q) was carried out. He said the root cause of the fault was the electrical control unit (ECU) and it needed to be replaced. However the warranty company refused to cover the repair cost stating it had reached the policy limit. The repair garage said Mr S needed to pay around £480 for them to do the repair but they wouldn't be able to replace the ECU as they didn't have the facility to do so. Mr S complained.

First Response said Q had told them the ECU fault was unlikely to have been present at supply therefore they couldn't be held liable for the repairs.

Unhappy with their response, Mr S referred the complaint to our service. Our investigator recommended the complaint wasn't upheld. Based on the findings of Q and the miles covered by Mr S, she concluded the car was of satisfactory quality at supply.

Mr S disagreed and maintained his position. In summary, he said the repair garage failed to correctly identify the fault was the ECU. He questioned what he was initially told about the car before agreeing to purchase it, such as its service history and MOT. He also comments First Response weren't supporting him during his time of financial difficulty.

As an agreement couldn't be reached, the complaint has been referred 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 decided not to uphold Mr S' complaint. I will explain why.

Mr S acquired a car under a regulated credit agreement. First Response was the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply and the quality of the car.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that “the quality of the goods is satisfactory”. To be considered “satisfactory”, the goods would need to 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 involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage at the time of supply, the car’s history, safety, durability, etc.

In this case, Mr S acquired a car that was around 10 years old and had travelled over 77,000 miles. As this was a used car with considerable mileage and age, it’s reasonable to expect parts may already have suffered substantial wear and tear when compared to a new car or one that is less travelled. Additionally there’s a greater risk this car might need repair and/or maintenance sooner than a car which wasn’t as road-worn.

Based on the evidence presented to me including job cards and the reports from Q, it’s clear there was a fault with the car. Initially it was believed it was the fuel injector and ignition coil but it was later found the source of the fault was the ECU. I note Q’s comments that the fault was initially misdiagnosed however I don’t believe that has a material difference to the overall outcome of this complaint. I say that because even though it’s clear there was a fault (whatever that may be), I must determine whether that fault was present and/or developing at supply. In this case, I don’t believe it was.

At the time the fault occurred, Mr S had been in possession of the car for around eight months and from my understanding he had travelled around 5,000 miles. I consider both the time and distance to be a significant amount. Had the fault been present at supply, I believe it’s reasonable to expect it would’ve presented itself sooner than it did.

Like the investigator, I find it’s reasonable to rely on the findings of Q as he’s a mechanic with the relevant knowledge and expertise. As part of their investigation, First Response contacted Q and he said the ECU fault was unlikely to be present at supply. He also repeated the same when the investigator contacted him. In light of these findings and my explanations above, I’m not persuaded the ECU fault was present and/or developing at supply. I’ve already set out above the expectations of used cars and in this case, I find the fault is most likely due to wear and tear. Overall I find the car was of satisfactory quality when supplied to Mr S.

### *Other*

I understand Mr S has raised a number of other issues including what he was told about the car by the dealership before he entered into the agreement and First Response’s actions when he told them he couldn’t afford to pay for the repair or make the contractual payments. As these complaint points weren’t subject to the initial complaint, I won’t be addressing them. As already advised by the investigator, Mr S would have to raise this as a separate and new complaint.

### *Summary*

Taking everything into account, I’m satisfied the car was of satisfactory quality when Mr S acquired it. I find the fault with the ECU is most likely a wear and tear issue. Therefore, I won’t be asking First Response to cover the cost of the repair or to allow rejection.

I'm sorry to hear about the issues Mr S experienced with the car and the impact it's had on his daily life. I appreciate my findings will come as a disappointment to him but I hope he accepts the same.

Lastly if Mr S is still experiencing financial difficulty, I would like to remind First Response of their obligations to treat him with forbearance and due consideration.

### **My final decision**

For the reasons set out above, I've decided not to uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 November 2023.

Simona Reese  
**Ombudsman**