

The complaint

Mr F complains that a car acquired with finance from First Response Finance Ltd (“FRF”) wasn’t of satisfactory quality.

What happened

In July 2023 Mr F was supplied with a car and entered into a hire purchase agreement with FRF. At the point of supply the car was around fourteen years old and had covered around 45,500 miles.

Mr F experienced some issues with the car including a loss of power and the brakes felt heavy. He also thought the vehicle was using a lot of fuel.

The supplying dealer inspected the car but found no faults.

Mr F complained to FRF and asked to reject the car. FRF offered to arrange an independent inspection of the car.

Mr F took the car to a garage of his choosing. They inspected the car and found no faults with the brakes. They scanned the vehicle and found no fault codes. They found that the spark plugs showed signs of wear with gaps present and advised that the spark plugs and the air filter should be replaced at a cost of £75 plus VAT.

FRF didn’t uphold the complaint. In its final response, it said there was no evidence of a fault with the car. It said the supplying dealer had offered to cover the cost of the repairs needed (with no admission of liability).

Mr F remained unhappy and brought his complaint to this service.

Our investigator didn’t uphold the complaint. She said there was no evidence of an inherent fault with the car and that regardless of what caused the fault the offer by the dealership to repair the car was fair and reasonable. The investigator said that although she understood that Mr F had recently discovered that the horsepower of the vehicle wasn’t what he needed, there was no evidence that he’d been provided with incorrect information about the horsepower of the vehicle at the point of supply.

Mr F didn’t agree so I’ve been asked to review the complaint.

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.

The Consumer Rights Act is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of goods includes their general state and condition, as well as things like fitness for purpose,

appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr F was around 14 years old and had covered around 45,000 miles when it was supplied. So it's reasonable to expect that parts of the car would already have a degree of wear and tear and that it was likely to require repairs sooner than, say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs with a car within the first six months of the point of supply, it's assumed that the fault was present or developing at the point of supply and it's generally up to the business to put things right. The business is allowed one opportunity to repair the fault. If the repair isn't successful, the consumer can ask to reject the car.

I've reviewed the available evidence about the issues which Mr F experienced with the car. The car was inspected by the supplying dealer when Mr F first reported the issues with the power and the brakes, but no faults were found. The car was also inspected by a garage of Mr F's choice in October 2023. The inspection found no fault with the brakes but found that the spark plugs had gaps and advised that these should be replaced, along with the air filter. The inspection didn't link the gaps with the spark plugs to the loss of power issue which Mr F had complained about.

I've thought about where there is a fault with the car. Based on what I've seen in the inspection from Mr F's local garage, I'm persuaded that there is something wrong with the spark plugs.

Just because there's a fault doesn't mean that the car wasn't of satisfactory quality when it was supplied. So, I've gone on to consider whether the issue with the spark plugs meant that the car wasn't of satisfactory quality when it was supplied.

Spark plugs and air filters are parts of a car which a reasonable person would expect to replace during the car's lifetime. I've taken the age and mileage of Mr F's car into account here. Many manufacturers recommend that spark plugs should be serviced every 30,000 miles to ensure that they are working efficiently. If maintained well, spark plugs can last for around 80,000 miles. I don't have any information about whether, or how regularly, the spark plugs on Mr F's car were serviced prior to him getting the car. However, I don't think the fact that the spark plugs required replacement meant that the car wasn't of satisfactory quality.

Even if the issue with the spark plugs did mean that the car wasn't of satisfactory quality when it was supplied, the remedy (under the relevant legislation) is repair. The supplying dealership has offered to repair the spark plugs and the air filter at no cost to Mr F, so I'm satisfied that this is a fair and reasonable resolution to Mr F's complaint.

Based on what I've seen, I'm not persuaded that there is evidence to support a rejection of the car.

Mr F has said that the supplying dealer misrepresented the horsepower of the vehicle to him. I've thought about whether the vehicle was mis-sold to Mr F.

There's no evidence of what the salesperson said to Mr F. Nor has any copy of the advertisement for the car been provided to this service, so I can't be certain of what was said to Mr F about the horsepower of the car. Information about the car – including its horsepower – is available in the car's handbook. I appreciate that Mr F has said that he didn't read the handbook at the point of supply. However, there isn't enough evidence here to persuade me that there has been a misrepresentation about the horsepower.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 8 April 2024.

Emma Davy
Ombudsman