

The complaint

Mr R complains that a car that was supplied to him under a hire purchase agreement with Advantage Finance Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Mr R under a hire purchase agreement with Advantage Finance that he electronically signed in December 2023. The price of the car was £9,995 and Mr R agreed to make 59 monthly payments of £346.92 and a final payment of £546.92 to Advantage Finance.

There were some issues with the car so Mr R contacted the dealer and said that he wanted to reject it. He then arranged for a garage to inspect the car in February 2024 but the dealer didn't accept his rejection of the car. Mr R complained to Advantage Finance about the issues with the car and it arranged for the car to be inspected by an independent expert in June 2024. Advantage Finance didn't uphold his complaint and said that there wasn't enough evidence to suggest that the faults with the car were inherent or developing at the point of supply and that the car required no repairs to return it to an acceptable condition for its age and mileage.

Mr R wasn't satisfied with its response so complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He didn't think that Advantage Finance had supplied Mr R with a car which was of unsatisfactory quality so he didn't think that it would be fair or reasonable to ask it to accept the rejection of the car.

Mr R didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman. He says that he was sold an unsafe car because the bushes had failed which caused the car to fail an MOT test before it was supplied to him but the car still had faulty bushes when it was supplied to him and the car was then repaired before the independent inspection. He says that he was misled by the broker as he was told that he could reject the car and he got a garage report done and the car stayed at the garage for about a month until it was collected but, whilst he awaited confirmation of the car being rejected, he was told that it had been repaired and was ready to collect from the dealer.

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.

Advantage Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr R. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr R was nearly ten years old, had been driven for more than 98,339 miles and had a price of £9,995. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

The car failed an MOT test in November 2023 because of suspension issues but it then passed an MOT test two days later. The car was then supplied to Mr R in December 2023 and he said that he was very happy with the car. He contacted the dealer a few days later because the screen wash wasn't working and there was a knocking noise when the car went over small bumps and he then complained to the dealer about some other issues. Mr R says that he then asked to reject the car and the broker has confirmed that the dealer was willing to accept the car back as a rejection provided that Mr R provided an independent report to confirm the specific issues and that they could have been developing from the point of sale. The broker also says that Mr R then agreed to keep the car if the dealer repaired it at no cost to him.

The car was recovered to a garage which provided a report on the car in February 2024 which said that the car wasn't fit to drive and listed the parts that were worn and needed replacing. Mr R again said that he wanted to reject the car but the dealer didn't agree to accept a rejection of the car as it didn't agree with the faults identified by the garage. I understand that the car was then repaired and it passed an MOT test in April 2024 when its mileage was recorded as 101,488 miles. The MOT advised that the rear brake pads were wearing thin and that there was slight play in the rear suspension but it wasn't resulting in excessive movement.

After Mr R had complained to Advantage Finance about the car, it arranged for the car to be inspected by an independent expert. The inspection report says:

"The engineer could not find visible faults or excess play with the front suspension or steering, however he did note that the front suspension arm bushes appeared to have been recently replaced ... Overall the engineer felt the vehicle was of satisfactory condition from this level of inspection considering the vehicles age and indicated mileage ... The vehicle requires no repairs to return it to an acceptable/satisfactory condition for its age and mileage at the point of sale".

Having carefully considered all of the evidence, it's my understanding that Mr R asked to reject the car but then agreed to keep it if it was repaired. I consider that the April 2024 MOT test and the independent inspection report show that the car has been repaired and is of satisfactory quality for a car of its age and mileage and considering the price that was paid for it. It's clear that Mr R feels very strongly that he has rejected the car so I appreciate that my decision will be disappointing for him but I'm not persuaded that Advantage Finance has acted incorrectly in connection with Mr R's complaint. I find that it wouldn't be fair or reasonable in these circumstances for me to require Advantage Finance to allow Mr R to reject the car or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 May 2025.

Jarrold Hastings
Ombudsman