

The complaint

Mr W complains that a car he acquired through a hire purchase agreement with Advantage Finance Ltd (Advantage) wasn't of satisfactory quality. Initially, Mr W wanted the car repaired but as the car has now been returned, I understand he would like compensation for the distress and inconvenience and the balance on his account written off.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I will focus on giving the 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.

Having done so I have reached the following conclusions: -

- I am conscious Mr W took out an agreement for an eight-year-old car with just over 70,000 miles on the clock. He could reasonably have expected more wear, tear and repair with a used car than for example with a new one. Having said that, we do expect cars to be fit for purpose at the point of sale.
- There is no dispute that there is an issue with the car. Mr W has given us a garage report and Advantage an independent report. Both state an issue with the drive belt.
- The garage report referred to the issue identified being a common one and stated that the manufacturer recommendation is that the belt is changed at between 100,000 and 150,000 miles noting that Mr W's car had only been driven for 78,262 miles. It felt the issues would have been present at the point of sale.
- The independent report was much more detailed. It agreed there was an issue with the drive belt and concluded the engine needed a complete rebuild or replacement. Whilst both reports identified the same issue the independent report didn't conclude this issue would have been developing at the point of sale. The inspector concluded that had the issue been developing at the point of sale Mr W would have been aware of a problem with engine noise or warning lights. It concluded the issue was due to lack of regular servicing and vehicle use.
- In terms of servicing, I am aware Mr W didn't have the car serviced in July 2023 when the service was due but instead waited until November 2023. I am not sure how much impact that might have had. However if there was a developing issue in July it can only have got worse by November. It's possible the delay in the service may have led to a reasonable repair becoming an uneconomic one.
- It's very difficult when different conclusions have been reached by professionals, I am however more persuaded by the independent inspection. It provided a much more detailed report and its conclusion that it was unlikely the engine issue would have

arisen with no warning seems reasonable to me. I am also mindful Mr W had use of the car for two years before the issue arose.

- I have considered the point that Mr W hadn't driven the expected mileage needed to have the belt replaced. However, whilst manufacturer guidance does state a replacement belt is recommended after 100,000- 150,000 miles it also states or every ten years. As Mr W had had the car for 10 years when the issue arose it's not unreasonable that the belt needed changing at this point. So, I can't reasonably conclude the belt failed prematurely.
- Unfortunately, as I don't feel I have conclusive evidence there was a point-of-sale issue I can't reasonably ask Advantage to compensate Mr W or to waive any outstanding balance on his account.

My final decision

My final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 August 2025.

Bridget Makins
Ombudsman