

The complaint

Mrs B complains that a car that was supplied to her under a hire purchase agreement with Advantage Finance Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Mrs B under a hire purchase agreement with Advantage Finance that she electronically signed in April 2024. The price of the car was £4,999 and Mrs B agreed to make 28 monthly payments of £235.66 and a final payment of £435.66 to Advantage Finance.

Mrs B complained to Advantage Finance about a fuel pump problem with the car in September 2024 and it arranged for the car to be inspected by an independent expert. Advantage Finance didn't uphold Mrs B's complaint because it said that there wasn't enough evidence to suggest that the faults with the car were inherent, or at least developing, at the point of supply. Mrs B wasn't satisfied with its response so complained to this service.

Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He said that he hadn't seen any evidence to suggest that the fault was present or developing at the time of the sale, and that he thought that the problems appeared to be due to a reasonable level of wear and tear and that the car was of satisfactory quality when it was supplied.

Mrs B didn't accept the investigator's recommendation and has asked for an ombudsman to make a decision on her complaint. She's provided detailed responses to the investigator's recommendation and says, in summary and amongst other things, that: she's already provided sufficient evidence proving her case; the impact of the Consumer Duty hasn't been considered; the dealer gave her an additional 12 month warranty in April 2024 which is evidence that the car had broken down only days after being purchased; and the car has broken down again because of a fuel injector failure which is obviously linked to the fuel pump so it's clear evidence that there's a fault that was present since the car was purchased.

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 Mrs B. 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 Mrs B was first registered in September 2012 so was more than eleven years old, it had been driven for more than 76,000 miles and had a price of £4,999. 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.

Mrs B says that the car had a fuel pump problem the day that it was supplied to her and that it was repaired by the dealer. She says that the dealer gave her an additional 12 month warranty at that time which is evidence that the car had broken down only days after being purchased. I've seen no evidence to show that she complained to the dealer about on-going issues with the fuel pump and she complained to Advantage Finance in September 2024 that the car had a fuel pump problem which presented itself upon delivery, the problem persisted and the fuel pump failed completely, and replacement was required at cost of £1,983.54.

Advantage Finance arranged for the car to be inspected by an independent expert later that month. The inspection report records the car's mileage as 82,015 miles and says:

"Apart from the issue with the fuel pressure the vehicles overall general condition is considered good, during the inspection the vehicle cranked over and would not start, the fault codes suggest a fuel pressure issue and the live diagnostic information also suggests that the vehicle has low fuel pressure. The most probable cause is a faulty fuel pump; however, this will require confirmation under workshop conditions. A failure of the fuel pump could not have been present at the point of sale as the vehicle has covered some 6000 miles since the date of purchase. The balance of probabilities the symptoms are result of a faulty fuel pump; having to replace the fuel pump on a vehicle that has covered over 80,000 miles would be classed as general maintenance and not premature maintenance and therefore not the responsibility of the sales agent. Based on the vehicles overall general condition we believe the vehicle was sold in a road legal and satisfactory condition for its age and mileage at point of sale. Having now inspected this vehicle, we are able to confirm that it would have been considered fit for purpose at the time of purchase and of a satisfactory standard. Although there are some underlying issues, these are the result of wear and tear through general usage and have only developed into an issue that requires rectification after purchase".

Mrs B has raised concerns about the independence and reliability of the independent expert. The inspection report says:

"In preparing this report we confirm that we understand our overriding duty to the court and confirm we have complied with that duty, and we are aware of the requirements of CPR Part 35"; and that the inspector: "... is bound to act in a professional manner with utmost integrity and is subject to our company conduct rules, as well as complying with the Civil Procedure Rules".

Other than what Mrs B says, the independent expert's report is the only evidence that has been provided as to whether or not the car was of satisfactory quality when it was supplied to Mrs B and I consider that it's fair and reasonable for me to treat it as independent evidence from a qualified expert.

Mrs B paid £1,983.54 for the fuel pump to be repaired in October 2024 and the car passed an MOT test in April 2025 when its mileage was recorded as 89,478 miles. She says that the car broke down again in June 2025 because of a fuel injector failure when its mileage was 92,863 miles, but that was more than a year after the car was supplied to Mrs B and the car had then been driven for more than 16,000 miles since it was supplied to her. In her complaint form Mrs B says that she wants compensation for the £1,983.54 that she spent on the repair, an additional £500 for other repairs, a refund of all the finance payments made since the agreement started and the car to be taken back and the finance agreement closed. I'm not persuaded that the fuel injector failure shows that Mrs B should be able to reject the car.

The car had passed an MOT test in April 2024, before it was supplied to Mrs B, and its mileage was recorded as 76,120. Mrs B says that there was a fuel pump fault when the car was supplied to her. She says that the car was then repaired by the dealer and the car's mileage when it was inspected in September 2024 was 82,105 miles, so more than 6,000 miles more than when the car was supplied to her. I've not been provided with any details about that fault or the repair carried out by the dealer, but I consider that any repair to the car performed by the dealer in April 2024 was an acceptable remedy for any fault as the car was then driven for more than 6,000 miles in about five months before Mrs B complained to Advantage Finance.

The inspection report said that: *"A failure of the fuel pump could not have been present at the point of sale as the vehicle has covered some 6000 miles since the date of purchase"*; and: *"... having to replace the fuel pump on a vehicle that has covered over 80,000 miles would be classed as general maintenance and not premature maintenance and therefore not the responsibility of the sales agent"*. I'm not persuaded that the fuel pump failure caused the car not to have been of satisfactory quality when it was supplied to Mrs B.

Mrs B says that the impact of the Consumer Duty hasn't been considered and she's provided a copy of the motor retailer's guide to the Consumer Duty but she hasn't said which requirements of the Consumer Duty she considers that Advantage Finance hasn't complied with. The Consumer Duty requires financial businesses to act to deliver good outcomes for retail customers by acting in good faith, avoiding causing foreseeable harm and enabling and supporting retail customers to pursue their financial objectives.

Mrs B's complaint is about an issue that she had with a car. She complained to Advantage Finance about that issue in September 2024. It arranged for the car to be inspected by an independent expert later that month and it sent her its final response letter in October 2024, less than a month after she'd complained to it. It didn't uphold Mrs B's complaint but I consider that it responded fairly and reasonably to her complaint and I'm not persuaded that the Consumer Duty requires Advantage Finance to do anything more.

It's clear that Mrs B feels strongly that the car wasn't of satisfactory quality and that she should be able to reject it, so I appreciate that my decision will be disappointing for her. I find that it wouldn't be fair or reasonable in these circumstances for me to require Advantage Finance to allow Mrs B to reject the car, to reimburse her for the repair costs that she's incurred, to pay her any other compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 20 October 2025.

Jarrold Hastings
Ombudsman