

## **The complaint**

Mrs C and Mr C complain that a car acquired under a hire purchase agreement with Advantage Finance Limited (“Advantage”) wasn’t of satisfactory quality when it was supplied to them.

Mrs C and Mr C are joint holders of the agreement, but for ease of reading I will refer to Mrs C primarily within this decision.

## **What happened**

Both parties are familiar with the background of this complaint so I will only summarise what happened briefly here.

In September 2024, Mrs C and Mr C entered into an agreement to acquire a used car through a dealership. No deposit was paid, and the total purchase balance was provided under a hire purchase agreement with Advantage. The car was six years old and had covered approximately 90,700 miles when the agreement started. The agreement was for 60 months, with 59 monthly payments of £400.52 and a final payment of £600.52. The cash price of the car was £13,450.

In February 2025, Mrs C complained to Advantage. She said the car had gone into ‘limp’ mode because there was water in the fuel tank. It had covered approximately 94,100 miles at this point – approximately 3,400 since being supplied to Mrs C. She arranged a diagnostic report in early March 2025, and provided this to Advantage. The diagnostic report identified the following faults:

- Fan 1 control circuit low
- Water in fuel
- Engine coolant pump control open
- Engine oil pressure control circuit – low
- Piston cooling oil control circuit – low
- Vehicle communication

Advantage arranged for an independent inspection of the car to take place. The inspection report confirmed the faults previously identified by Mrs C’s diagnostic test, but it said the faults wouldn’t have been present or developing at the point of sale and were more likely attributable to wear due to the mileage of the car. Advantage didn’t uphold Mrs C’s complaint.

Mrs C and Mr C brought the complaint to our service. Our investigator didn’t uphold it. He said it was reasonable for Advantage to rely on the findings of the independent report, and they weren’t responsible for the faults identified.

Mrs C didn’t agree. She said the faults had presented themselves within six months and Advantage were responsible for repair or for allowing her to reject the car. She also questioned the professionalism of the independent expert, and believed his report was flawed.

As Mrs C didn't accept, the complaint has been passed 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.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice.

Both parties have provided a lot of information in this case. I'd like to reassure them both that I've read and considered everything that's been sent. But, I will be focussing my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Where the evidence is incomplete, inconclusive, or contradictory, I reach my decision on the balance of probabilities. In other words, what I consider is most likely to have happened in light of the available evidence and wider circumstances. I don't have the power to interview the parties, compel witnesses or marshal sworn testimony. I'm reliant on the evidence that is put before me.

As the hire purchase agreement entered by Mrs C and Mr C is a regulated consumer credit agreement this service is able to consider complaints relating to it. Advantage are also the supplier of the goods under this type of agreement and are responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mrs C and Mr C entered. Because Advantage supplied the car under a hire purchase agreement there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as, amongst other things, the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

But, on the other hand, satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mrs C and Mr C's case, the car was used and had covered approximately 90,700 miles when they acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

Our investigator has explained that he thinks the car was of satisfactory quality when it was supplied. I agree in this case. There is no doubt the car has some faults – the diagnostic report provided by Mrs C and the independent report confirm that. But I'm not persuaded the evidence in this case confirms the car wasn't of satisfactory quality when it was supplied. I'll explain why.

The CRA explains that where goods are found not to have conformed to the contract within the first six months, it is presumed the goods did not conform to the contract at the point of

supply. Unless the supplier, Advantage in this case, can prove otherwise. Mrs C brought the concerns with the car to Advantage's attention in February 2025, five months after acquiring it, so I need to decide if Advantage have done as I'd expect them to do in the circumstances.

Advantage arranged for an independent inspection of the car to take place. This was a visual inspection of the car by a qualified technician. Considering the description of the faults, how long Mrs C had had the car, and the mileage covered, I don't think it's unreasonable for Advantage to have asked for some independent evidence to confirm or not that the car had an inherent fault. I appreciate Mrs C has questioned the professionalism of the inspector, particularly in relation to some comments she has said he made during the inspection. The inspection company have responded to those concerns – but importantly, having reviewed the report they haven't changed their opinion on when the faults presented themselves. And I have no reason to question the validity of the report produced. It was written by an independent expert with details of their credentials and a statement to the court.

The independent inspection report and subsequent comments from the inspection company are, in my opinion, the most persuasive pieces of evidence in this case. The car had covered approximately 94,100 miles at this point. The report concurred with the findings of the diagnostic report Mrs C had provided. The report concluded that the car was experiencing severe engine noise, juddering and vibration, had gone into 'limp' mode, had diesel contamination in the oil and multiple serious fault codes relating to engine lubrication. But the report also concluded that, when considering the faults present in the car, they would have presented themselves sooner than they had done in this case if they had been present or developing at the point of sale. As such, the inspection company said that the faults weren't present or developing at the point of sale and were more likely than not attributable to general wear due to the mileage of the car.

Based on the findings of the report, I don't think Advantage treated Mrs C unreasonably by not taking any further action. They are only liable if the faults were present at the point the car was supplied to Mrs C and Mr C, and the evidence in this case doesn't confirm that. Whilst I accept Mrs C disputes the findings of the report and feels it's ambiguous in places, she hasn't provided any independent evidence of her own to counter the findings of the report, or anything to confirm the faults were present or developing when the car was supplied. So, it follows, based on the evidence I have seen that I'm satisfied Advantage have treated Mrs C fairly in this case. I haven't seen anything that leads me to decide repairing the car is their responsibility in this case.

As mentioned previously, the car acquired by Mrs C and Mr C was six years old and had covered approximately 90,700 miles when it was supplied to them. It's fair to say the car was far from new. This means that the standard a reasonable person might expect from it would be lower than for a car that had covered fewer miles. Acquiring a used car carries some inherent risks, not least of which is that sooner or later items, or components, will need repair or replacement.

Mrs C had had the car for five months and had covered approximately 3,400 miles when the independent report was carried out. As previously stated, I'm satisfied that a reasonable person would expect to have to repair or replace some wear and tear components on a used car sooner than they would on a new one. In Mrs C and Mr C's case, it seems the requirement to replace the parts now found to be faulty has come sooner than they were expecting, but I'm not persuaded that means the car wasn't of satisfactory quality when it was supplied to them. I'm more persuaded that the work now needed to repair the car needs doing as a result of wear to the car due to its mileage.

I know this decision will come as a disappointment to Mrs C and Mr C and they are left with a car that requires significant work at cost to be carried out to make it roadworthy. And Mrs C

has explained why it's so important that she is able to be mobile, for work and personal reasons. It's clearly been a troubling time for them. But I can only conclude that Advantage are responsible here if I am persuaded the evidence shows the faults were present or developing when the car was supplied. The evidence in this case doesn't support that, so I won't be asking Advantage to do anything further here.

### **My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 5 December 2025.

Kevin Parmenter  
**Ombudsman**