

The complaint

Mr S complains about the quality of a car supplied to him by Advantage Finance Ltd (“Advantage”).

What happened

Mr S acquired a used car through a hire purchase agreement with Advantage in May 2024. The car was around seven years old when supplied and had covered around 99,000 miles.

He had some issues during 2024, and some repairs were carried out after a complaint which reached our service. In April 2025 he contacted Advantage again to say the engine management light had come on again. An independent report was carried out later in April 2025, which noted the mileage was a little over 108,500 miles at this point.

The report attributed issues with the O2 sensors and air conditioning system to normal wear and tear given the cars age and mileage, and on this basis, Advantage issued a final response letter (FRL) to Mr S’s complaint not upholding it. They said there was no evidence to show the problems he had now with the car could be traced back to when it was supplied, and as he had covered approaching 10,000 miles since supply, they were satisfied the issues were wear and tear, and he had no right to reject the car.

Unhappy with this, Mr S brought his complaint to our service. An investigator investigated it and didn’t uphold it, agreeing with the assessment of the independent inspector that these were wear and tear issues. Mr S didn’t agree with this and asked for an Ombudsman to make a final decision. He said that the repairs supposed to be done as part of the resolution for last year’s complaint clearly hadn’t been done or had failed and it wasn’t fair. The case has come to me for a final 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’ve reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I’ve had regard to the relevant law and regulations; any regulator’s rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr S was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we’re able to investigate complaints about it.

The Consumer Rights Act 2015 (‘CRA’) says, amongst other things, that the car should’ve

been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Advantage are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Advantage can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Mr S to show it was present when the car was supplied.

So, if I thought the car was faulty when Mr S took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Advantage to put this right.

The independent engineer is quite clear that the car is as expected for one of its age and mileage, and that no faults can be traced back to the point of supply, or previous repairs. Mr S seems to think that because the engine management light has come on again, this is a recurring fault, but the original issues were mainly with the DPF system, which is entirely different.

There was mention of O2 sensors in the previous complaint and report, but in my opinion, issues with sensors like this would never be a satisfactory quality issue, whether inside or outside the first six months. These parts have a limited lifespan and need replacing regularly. The suggestion previously in the 2024 complaint was that the DPF needed repairs, and this may have been triggering issues with the O2 sensors, but since that engineer report was produced, the car has covered another 6000 – 7000 miles before this complaint was raised.

I'm not persuaded therefore that there are any ongoing satisfactory quality issues based on the evidence of the previous complaint, or the current one. Any issues now presenting, which seem to be with regards to O2 sensors and air conditioning, have developed since the point of supply, and are maintenance issues that Mr S will need to deal with.

I can also see that since this complaint was raised, the car has passed an MOT in June 2025 with a mileage at over 110,000 miles, so it has continued to be used further since this complaint was made. And I don't believe a car passes an MOT if an engine management light is on, so it doesn't appear the problem was presenting at this point.

I'm sorry if Mr S is surprised at the maintenance costs to keep a car of this spec and this age and mileage on the road, but unfortunately, this is the kind of research that should be done before deciding to acquire a car of this type/age/mileage. I'm satisfied that under the CRA, none of the issues now presenting mean the car was of unsatisfactory quality when supplied.

Mr S has an 8-year-old car that's covered well over 100,000 miles. It's likely to have suffered considerable wear and tear, and it should be expected that parts will need repairing and replacing regularly.

He's also acquired quite a high-end model of car, which probably requires more expensive parts and repairs than some other car models. The 2025 independent engineer report says that there are issues noted with the O2 sensors and the air conditioning. Sensors are maintenance/wear and tear parts, they have a limited lifespan and when that is reached, they need replacing. This is part of normal maintenance for a car that Mr S needs to pay for.

Mr S seems to think that because the O2 sensors are mentioned in the previous complaint and engineers report, they haven't been repaired or replaced, so he can reject the car. But from my assessment, the DPF system was the main concern in the first complaint, which was a satisfactory quality issue, and was repaired.

I would never expect a business to have to deal with replacing sensors on a car of this age and mileage, even in the first six months, this is a routine part of maintenance for a car. So, I don't agree that this means repairs have failed or haven't been undertaken, and I don't agree that this kind of issue is something which makes the car of unsatisfactory quality under the CRA.

Alongside this, it's quite possible that a sensor has failed now that was originally replaced after the 2024 complaint, and this also wouldn't class as a failed repair or unsatisfactory quality. These are maintenance issues, so even if they've worn out or failed again fairly quickly, it isn't something that Advantage need to repair again, nor does it give Mr S the right to reject the car.

Air conditioning issues haven't presented within the first six months, so this is simply a wear and tear/maintenance issue. It may be as simple as the system needing re-gassing, or there may be a more significant problem, but neither means Advantage need to pay to repair it, or that Mr S has the right to reject the car.

Overall, I'm not persuaded that there are satisfactory quality concerns about this car, and I won't be asking Advantage to do anything more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 December 2025.

Paul Cronin
Ombudsman