

The complaint

Mrs S complains that Advantage Finance Ltd refused to let her reject a faulty car.

What happened

In March 2025 Mrs S acquired a second-hand car at a cost of £10,980. It was over eight years old and had covered over 75,000 miles. The cost was funded by a hire purchase agreement with Advantage.

Mrs S says that she noticed there was no coolant in the car on 22 March and she topped it up. She told the garage and Advantage and said she wished to reject the car. The garage agreed to take the car back to see if there was any damage. The car was returned to the garage on 28 March and it commissioned an independent report. This was carried out on 6 May 2025. The inspector found no faults.

Mrs S did not accept this and said the photo in the report showed the coolant was a different colour and so it must have been tampered with. She didn't collect the car and the garage presumed it had been abandoned and began charging for storage.

Advantage rejected Mrs S' complaint and so she brought the matter to this service. It was considered by one of our investigators who didn't recommend it be upheld. She could not identify any issue with the car and so believed Mrs S had no grounds for rejection.

Mrs S didn't agree and said she had a separate report which she forwarded. It is dated 21 April 2025 when the car was in the possession of the selling garage and simply states that Mrs S had reported a water leak, a frayed seatbelt and mould in the car. Our investigator was not persuaded to change her view and so Mrs S asked that her complaint be considered by an ombudsman. She said her personal circumstances made it difficult to keep up the payments. She said her children could not put up with the mould in the car and the fact the garage had topped up the coolant showed it was faulty.

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 the evidence is incomplete, inconclusive or contradictory as some of it is here – I've reached my outcome on the balance of probabilities – that is, what I consider likely to have happened given the available evidence and the wider circumstances.

I want to acknowledge that I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I also want to assure Mrs S that I've reviewed everything on file. If I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Under Section 56 of the Consumer Credit Act, finance providers can be held liable for what

the credit broker and seller say about the goods (vehicle) before the regulated credit agreement is entered into by the consumer and before the purchase is made.

This refers to 'antecedent negotiations'. This means if Mrs S entered a credit agreement for a vehicle and it turns out something she was told about the agreement by the credit broker, which induced him into entering the contract, was false, the broker can be held responsible for the actions of the broker under certain circumstances.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mrs S was second-hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

The garage arranged for a reputable third party to carry out an inspection on the car and the report states there are no issue with it. The conclusion reads as follows:

"Our opinion, being based on a physical assessment, written and verbal information supplied, observations made by the engineer and our previous experience:

- The vehicle is in good mechanical and cosmetic condition for its age and mileage.*
- The reported coolant issue appears to be the result of overfilling rather than an active leak.*
- TPMS warning was triggered by low tyre pressure, which was corrected during the inspection.*
- No safety-critical faults or symptoms of mechanical failure were found.*
- The minor seat belt and door card wear are cosmetic and age-appropriate.*
- No mould was found inside the vehicle.*

We are satisfied that the vehicle was of satisfactory quality and fit for purpose at the point of sale."

Given we have this independent report it is difficult to conclude there was any fault with the car. Even if the coolant had been filled up by the garage that does not mean that the car was faulty or had an inherent fault at the point of sale. I have noted the document provided by Mrs S from another garage, but it does not confirm any fault and I cannot say it would allow me to uphold her complaint.

Quite simply I do not believe there was any fault with the car at the point of sale which would allow Mrs S to reject the car. It was relatively old and has been subject to wear and tear in line with its age and price. I would add that she has raised a separate issue about the offer by Advantage to terminate her agreement which is not something I can consider since it has not been raised with Advantage.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 28 December 2025.

Ivor Graham
Ombudsman