

The complaint

Ms S complains that the car she acquired through ADVANTAGE FINANCE LIMITED (“Advantage”) wasn’t of satisfactory quality. She wants it to reimburse her for the repairs she’s paid for and compensate her for the stress and inconvenience it’s caused.

Ms S is represented in her complaint. For ease of reading, the submissions and testimony of both Ms S and her representative will be referred to as being from Ms S.

What happened

Ms S entered a hire purchase agreement in March 2023 to acquire a used car. The cash price of the car was £9,374, and after taking account of Ms S’ deposit, the credit provided totalled £9,173 and was to be repaid through the hire purchase agreement over the 60-month term. Ms S’ monthly rentals were £284.43, so if the agreement ran to its full term, the total repayable would be £17,466.80. At the time of acquisition, the car was more than eight years old and had been driven more than 61,000 miles.

Ms S told us:

- The issues with the car started in June 2023, when she experienced a loss of power whilst driving. She reported this to the supplying dealership, but other than taking the car for a short drive, nothing was investigated;
- in November 2023, the car lost power again, and the supplying dealership arranged for diagnostics to be carried out in December, but no further investigations or repairs were completed;
- in 2024, she took the car to an independent mechanic who diagnosed the problem as being a faulty fuel injection system that required replacing, which she agreed to and paid for;
- a couple of days later an engine warning light illuminated, and further diagnostics suggested that a software update would be needed;
- she complained to Advantage and it settled for a fraction of the cost, but she feels the resolution was unfair in view of the further repairs that had to be completed;
- she had to spread the costs across two credit cards, which has caused her a degree of financial difficulty;
- in 2025, she finally had enough money to pay for diagnostics for the software update, but was told that there was an issue with the timing chain – even though this should last around 180,000 miles – and she paid for this to be resolved;
- the car is now in good working order, and it’s clear from the way it drives now that there were faults with it when it was first supplied;
- she no longer has any faith in the car, and wants Advantage to fully reimburse her the cost of the timing chain repairs; and the half of the cost of the repairs to the fuel injection system that Advantage has not already paid for;
- Advantage should pay her some compensation – she thinks 10% of all her payments made to date is warranted.

Advantage rejected this complaint. It explained that when Ms S first complained, it had agreed to cover 50% of the cost of repairs to the fuel injection system after Ms S had paid the invoice in full. But Advantage said following Ms S' subsequent complaint that it would not cover the cost of repairs to the timing chain, and it wouldn't re-open her earlier complaint; she'd accepted 50% reimbursement and it would not now pay any more.

Advantage told this Service that in order to assist Ms S as quickly as possible following her first complaint, it advised Ms S that it would require an independent inspection to be completed, and that it would be undertaken at no cost to Ms S. But it said the independent vehicle inspection engineer attended but reported back that Ms S "*did not wish for the inspection to go ahead*". It later established that Ms S had already had the car repaired.

Advantage said that although liability for the fault was never established, it offered to cover 50% of the repair costs as a gesture of goodwill, and Ms S was happy to accept.

Advantage told this Service that several months later, Ms S again contacted it for further assistance about a problem with the car. It says it again told her that it "*would be more than happy to assist in the matter but wished to do an inspection to determine liability for the faults*". Advantage says that it was advised that this would not be possible as repairs had already been authorised, completed and paid for. Without an opportunity to investigate things, Advantage did not uphold Ms S' complaint.

Our Investigator looked at this complaint and said he didn't think it should be upheld. He explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint and said that given the time Ms S had been in possession of the car, he'd seen no evidence that the faults complained of were present or developing at the point of supply. With this in mind, he couldn't conclude that the car supplied by Advantage was not of satisfactory quality.

Finally, our Investigator noted the points Ms S had raised about the supplying dealership. He explained that these weren't things this Service could look at, and he signposted her to complain directly to the supplying dealership or consider taking a complaint to the Motor Ombudsman.

Ms S disagrees so the complaint comes to me to decide. She said she had no choice but to have the car repaired on both occasions, otherwise she would've been left with no car at all. And she said the manufacturer's own guidance is that a timing chain should last 180,000 miles.

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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Ms S is a regulated consumer credit agreement, this Service is able to consider complaints relating to it. Advantage is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 (“CRA”) there is an implied term that when goods are supplied “the quality of the goods is satisfactory”. The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car *supplied* to Ms S was of satisfactory quality or not.

Advantage supplied Ms S with a used car – it was more than eight years old and had been driven more than 60,000 miles – so the price of the car was lower than it would’ve been if it had been supplied new. Because of this I think it’s fair to say that a reasonable person would expect that parts of the car might’ve already suffered wear and tear. And there’d be a greater risk in the future that this car might need repairs and maintenance sooner than a car which wasn’t as road-worn when supplied.

I don’t think there’s any dispute that Ms S has experienced problems with the car - that has been well evidenced by both her testimony and the other information she’s sent this Service. But just because Ms S has had problems with the car, and things have gone wrong, it doesn’t necessary follow that the car supplied to Ms S wasn’t of satisfactory quality.

Advantage would only be responsible for putting things right if I’m satisfied that the issues Ms S complains about now were present or developing when the car was supplied – that is to say, the car wasn’t of satisfactory quality when Ms S acquired it in March 2023. And I simply haven’t seen anything, for example, an independent engineer’s report, that explains the cause of the faults *and* shows me that the faults were present or developing when the car was supplied to Ms S; or that the problems she’s had are *not* commensurate with a car of this age and mileage; *or* that issues she has are a result of previous repairs that have failed.

I’ve considered what Ms S told us about the expected lifespan of a timing chain; they should last 180,000 miles, but I don’t find this to be persuasive. It’s a very generalised statement; some will last more, and some will last less. And the lifespan will be dependent on a number of factors including, but not limited to, driving style; maintenance and servicing history; quality of consumables such as oil; environmental conditions etc.

So, in the absence of an independent engineer’s report showing otherwise, then considering all the relevant circumstances, I can’t hold Advantage responsible for the problems Ms S now complains of.

I know Ms S will be disappointed with the outcome of her complaint, but I hope she understands why I’ve reached the conclusions that I have.

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 Ms S to accept or reject my decision before 13 April 2026.

Andrew Macnamara

Ombudsman