

## **The complaint**

Mr A complains about the quality of a car supplied to him by ADVANTAGE FINANCE LIMITED ('AF').

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimum formality.

In December 2019 Mr A took out a hire purchase agreement with AF for a used car (registered in April 2011).

Mr A complains that the car has been suffering serious issues from the outset – and despite repeated attempts at repairs it remains inoperable. He says that it cost him over £3,000 in repairs.

AF responded to the complaint noting Mr A did report quality issues with the car in November 2020. But Mr A has not shown that the car as supplied was of unsatisfactory quality.

Our investigator did not uphold this complaint so it was passed 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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes with minimum formality.

I note that Mr A has raised several other complaint points since the matter has been referred to this service, including about how AF responded to him in relation to any personal or financial difficulties, debt recovery or in respect of any disclosed vulnerabilities. I am sorry to hear about the difficult situation Mr A has described. However, it is important to note that my role here is to look at the quality of goods complaint that Mr A made to AF in October 2024 and which was answered by its Final Response on 11 November 2024. Any other complaints can be addressed by AF and fully investigated separately. Our investigator can assist Mr A with this if he wishes.

For completeness, I note that when Mr A made a quality of goods complaint to AF in October 2024 he also raised other matters in relation to the interest rate of the agreement and alleged undisclosed commissions – but he has confirmed this is not something he is pursuing as part of this complaint. So I won't comment on it further.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. AF is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that “the quality of the goods is satisfactory”.

The Consumer Rights Act 2015 says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. So it seems likely that in a case involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage at the time of sale and the vehicle’s history.

The Consumer Rights Act 2015 (‘CRA from now on’) says 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 goods.

AF supplied Mr A with a second-hand car that was around 8.5 years old and had done around 61,000 miles at the point of supply. The dealer priced it at £8,294 which is notably less than what a new or newer model with less mileage would cost. It is fair to say that in these circumstances (particularly noting the age) a reasonable person would consider that the car had already suffered notable wear and tear – and was likely to require more maintenance and potentially costly repairs sooner than you might see on a newer, less road worn model. And I can’t see evidence that the dealer described the car in such a way that would alter those expectations.

I know that Mr A has said the car had serious faults shortly after purchase. I can see from AF’s contact notes that Mr A reported in November 2020 he was having issues with the car. He said he initially had problems in March 2020 and that the car has been looked at by the dealer. However, it isn’t entirely clear from this the exact nature of the faults and whether they relate to reasonable wear and tear (possible on an already older car like this) or would be something that would render the car of unsatisfactory quality. Mr A says AF had record of him reporting a ‘noise’ – but that doesn’t add the necessary clarity here either.

However, in any event I note the MOT from December 2023 records a mileage of 104,259 while a diagnostic from 2024 shows it at 110,619 miles. This shows Mr A has been able to make significant use of the car covering over 50,000 miles while it was in his possession. And indicates the issues that occurred earlier on were likely to be expected wear and tear issues. Or if they were more significant, had been repaired by the dealer in any event. From Mr A’s regular contact with AF about his financial situation in the initial period of having the car I don’t see him continually referencing early problems which were not resolved – as I would have expected if this were the case.

I note in respect of his financial situation Mr A contacted AF around October 2022 and mentioned he needed to pay £1,000 for a clutch and flywheel. There don’t appear to be job sheets confirming exactly what was replaced and why. However, at this stage the car had covered significant mileage approaching 90,000 (as shown by the MOT history) and was over 10 years old. So it is reasonably expected that even major parts could fail from wear and tear. Without further expert evidence I am unable to fairly conclude that this shows the car is of unsatisfactory quality.

I understand Mr A has said that as of August 2023 the car's head gasket was failing. It is not entirely clear what the nature of the faults were at the time. However, at this stage the car was over 12 years old and had covered well over 100,000 miles. At this point major component failure could be reasonably expected. Similarly for the gearbox issues which Mr A said occurred in March 2023. Without a persuasive expert report showing otherwise, I don't think AF was acting unfairly in not agreeing to take back the car or cover the cost of repairs.

I know Mr A has more recently produced a diagnostic from 2024 showing various fault codes with the car. However, in the circumstances, noting the age of the car, the mileage, and the time Mr A has had it overall, I can't fairly say that this information alone is sufficient to show that AF needs to do something like take the car back or repair it. Looking at its significant age and mileage, any issues with the car now appear to be a result of reasonably expected wear and tear.

I know this will be disappointing for Mr A. And I am sorry to hear about his financial difficulties and his unhappiness with AF's response to these. However, as I have already said this is not the subject matter of this complaint. In respect of this complaint about the quality of the car – I cannot fairly uphold it.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 May 2026.

Mark Lancod  
**Ombudsman**