

## **complaint**

Mr C complains about a used car he acquired through a hire purchase agreement with Honda Finance Europe Plc. He says he had a number of issues with the car and he is unhappy that he has not been able to return the car and obtain a refund.

## **background**

The complaint was considered by one of our adjudicators and he explained why he did not consider it should be upheld. He accepted there were some issues with the car and that some of these were present at the time Mr C acquired it. Some of the issues were not however present at the time of supply and occurred after. The adjudicator noted that repairs had been completed by the supplier and he was not persuaded there were sufficient grounds to recommend the car be taken back by Honda Finance.

Mr C did not accept the adjudicator's findings and the complaint has been referred to me for consideration.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have not upheld this complaint.

The car Mr C acquired was a used car that was over six years old and had travelled approximately 56,000 miles. Considering the car's age and mileage, along with the price paid, I would not expect the car to be in the same condition as a brand new car. However, the car should be in a satisfactory condition and this is measured by what a 'reasonable person' would expect. I accept that Mr C has experienced some issues with the car but this does not, in my view, mean that Honda Finance should automatically take back the car and refund any payments that have been made.

Honda Finance accepts there was a problem with the car's registration plate and that they did not show the correct registration number of the car. This was however quickly rectified once the issue was raised with the dealer. Mr C says there was also a problem with the road fund licence (tax disc) but this appears to be an issue with the handwriting of the person who issued the tax disc. It does not necessarily mean the car did not have the appropriate tax disc and Honda Finance says the car was correctly recorded as having the necessary tax disc.

The car had a problem with one of its sensors and this caused the car to breakdown. Honda Finance says that the sensor is something that will stop working instantly and this is what it says happened in this instance. It does not consider the sensor was actually faulty at the time Mr C acquired the car and it failed some time after purchase. I have not seen anything to demonstrate the sensor was actually faulty at the time the car was purchased and in the circumstances I find Honda Finance's comments plausible about how the sensor fails. The sensor has however been replaced by the dealership and Honda Finance says it was just the sensor that failed, rather than any more significant parts. Replacing the sensor seems reasonable.

Mr C says that one of the car's electric wing mirrors was not working correctly but this has been repaired swiftly by the dealership. One of the car's headrests was also repaired but

Mr C says this should have been done before the car was collected by him. I cannot be certain exactly when the headrest should have been repaired but it has however been repaired by the dealership. Even if it should have been repaired before Mr C collected the car, as it has now been repaired I would not consider this sufficient grounds to hand back the car.

Mr C has also complained about the fuel consumption of the car and says he was told at outset that the car's fuel consumption was better than his previous car. I have not seen anything to show what the fuel consumption was on Mr C's previous car or what it is on this car. Even if I was persuaded Mr C was told the fuel consumption was better than his previous car, I would need to see clear evidence that the consumption of the replacement car was not as good when driving under similar circumstances. I have not been presented with any evidence about either car's fuel consumption and I do not consider there is sufficient evidence to uphold this part of the complaint.

Although I appreciate Mr C will be unhappy with my findings here I am not persuaded there are sufficient grounds to uphold this complaint. He was buying a used car with not insignificant mileage and it is not uncommon to experience some issues with a car of this age and condition. The issues he experienced have been resolved or repaired with little inconvenience and there are no grounds for me to instruct Honda Finance to take back the car and refund what Mr C has paid.

#### **my final decision**

My final decision is that I do not uphold this complaint and I make no award or instruction against Honda Finance Europe Plc.

Mark Hollands  
**ombudsman**