

complaint

Mr W complains that a car that was supplied to him under a hire purchase agreement with Advantage Finance Limited wasn't of satisfactory quality.

background

A used car was supplied to Mr W under a hire purchase agreement with Advantage Finance in May 2017. Mr W complained about problems with the car's turbo in October 2017. Advantage Finance arranged for the car to be inspected by an independent expert – and it then said that the fault was more likely to be a clutch issue but that it wasn't present when the car was supplied to Mr W. Mr W wasn't satisfied with its response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. He said that it was more likely that the fault had developed over time as the car was nine years old, had done 66,895 miles at the time of the sale and had done a further 6,000 miles since then. And Advantage Finance had provided a report from an independent expert. So he was satisfied that it wasn't unreasonable for Advantage Finance to say that it's unlikely that the issue should've been identified at the time of the sale – and he concluded that its refusal to take the car back was fair.

Mr W has asked for his complaint to be considered by an ombudsman. He says, in summary, that he doesn't believe that the expert's report is a true reflection of the issues and that the fault raised isn't even identified in the report - so Advantage Finance hasn't proved that the fault raised was absent at the point of sale. And he says that he's paid for the turbo to be replaced and that the noise is now completely absent and power is restored (which shows that the turbo was the source of the issue).

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The car was more than nine years old when it was supplied to Mr W and it's mileage at that time was nearly 67,000. Mr W was able to use the car to drive more than 6,000 miles over five months after the car was supplied to him. He then complained to Advantage Finance about a fault with the car.

The car passed an MOT test (with no advisories) shortly before it was supplied to Mr W and the car has been inspected by an independent expert. The expert's report says:

"... we do not believe the current issues are the result of material or manufacturing defect [and are] the direct result of age-related wear and tear ..."; and concluded: "... that the vehicle was fit for purpose and of satisfactory quality for its age and reported mileage".

Mr W has paid for the turbo to be replaced and he says that the repair has dealt with the issue. But I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr W. I consider it to be more likely than not that the fault was the result of wear and tear and that it developed after the car was supplied to Mr W. I don't consider that Mr W would've been able to use the car for five months and to drive more than 6,000 miles in it if the fault had been present when the car was supplied to him.

So I find that it wouldn't be fair or reasonable in these circumstances for me to require Advantage Finance to pay for the repair, to accept Mr W's rejection of the car, or to take any other action in response to his complaint.

my final decision

For these reasons, my decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 March 2018.

Jarrold Hastings
ombudsman