

complaint

Mr W has complained about the quality of a car he acquired on finance through Advantage Finance Ltd.

Mr W has been represented in his complaint. But for clarity, I'll refer to all submissions as having been made by him personally.

background

Mr W entered into a hire purchase agreement for a car in July 2015. At that point, it was eight years old and had covered 81,000 miles. He's explained that almost immediately, he had a number of problems with it. Specifically, these were to do with the bull joints, a window washer, the driver's seat and the handbrake. Although repairs were carried out, he says there were still issues with the diesel particulate filter (DPF), turbocharger and gearbox.

Mr W has as explained that the courtesy car he was given, while repairs were carried out, was of poor quality.

Our adjudicator didn't recommend that the complaint should be upheld. She felt that repairs had been carried out, and the remaining problems hadn't been present at the point of sale.

Mr W disagreed, and says that not all of the initial problems were rectified.

my findings

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

I've looked first at the initial repairs that were carried out. I'm afraid I haven't seen any documentary evidence of what faults were complained about, and what repairs were done. The dealership has said repairs were carried out to the wash wiper and a bearing. Without anything to show me anything different, I accept that these repairs were carried out and these issues were resolved.

Mr W has said that there were then further problems. Advantage Finance was made aware of these after Mr W had had the car for four months. It had an independent report carried out. This concluded that all of the remaining issues were wear to do with wear and tear in a car of that age with that mileage. It didn't feel they were inherent faults at the point of sale.

On this basis, I don't feel it fair that I hold Advantage Finance responsible for them.

As regards the courtesy car, I've seen no evidence that it couldn't be used or that there were any serious problems with it. So I don't think Advantage Finance needs to do anything to address this.

my final decision

For the reasons given above, it's my final decision not to uphold this complaint. I make no award against Advantage Finance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 April 2016.

Elspeth Wood
ombudsman