

## **complaint**

Mrs S complains that the car she bought on 31 January 2015 under a hire purchase agreement financed by Advantage Finance Ltd wasn't fit for purpose.

## **background**

Mrs S says that shortly after she bought the car blue smoke could be seen coming out of the exhaust when the car was driven. So she took it to a local garage. The garage passed the car onto a specialist. And that specialist said that there were two logged error codes in the engine management system. But the engine management light wasn't on. After further investigation Mrs S was told that there was a problem with the engine – there was excessive wear on the central balance shaft that caused the timing chain to stretch. It would cost around £4,500 to repair.

Mrs S says the relevant technicians didn't think that the amount of wear on the engine reflected the car's mileage. So she contacted the seller. After some delay on its part she says she was told to contact Advantage.

Advantage arranged for the car to be inspected. But the engineer that carried out the report thought the car was fit for purpose at the point of sale. Mrs S disagreed with the engineer and challenged his expertise. She feels that he doesn't hold enough Mercedes specialist knowledge and that he has made false and inaccurate statements.

Mrs S arranged for the car to be inspected again. And she has provided the relevant report to us. This report says that because of the problems with the engine, the engine management light should've been lit and the car should've gone into "limp home mode". But it wasn't lit and the car didn't go into that mode. Mrs S feels that the car must've had the faults when it was sold. But because there wasn't a warning light on, and the fact that the car wasn't in limp mode, the faults were missed.

Our adjudicator sympathised with Mrs S. But she wasn't satisfied that the faults were present when the car was sold. She said that the faults appear to be intermittent. She thought given the car's age and mileage it was likely that the faults occurred shortly after the car was sold. She said she'd expect a warning light to be visible around the time it was sold if there was a fault with the engine.

Mrs S disagreed and asked for her complaint to be reviewed.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And while I can see where Mrs S is coming from, I don't think the car was of unsatisfactory quality when it was sold.

Mrs S says she noticed problems with the car from the start. She reported problems to the seller in April 2015. And she told Advantage about the faults in May 2015. To decide the car wasn't of satisfactory quality I need to be satisfied that there were faults with it that were present when it was sold to Mrs S.

There's no dispute that Mrs S told the seller and Advantage about the problems within six months of purchase. So I can see why she says the car wasn't fit for purpose when it was sold. But while Advantage's engineer accepts there was an intermittent fault with the car that was likely to be caused by the camshaft position sensor or the timing chain tensioner, he said that such a fault would be normal in a car that had done more than 70,000 miles and was nine years old. Mrs S questions the engineer's expertise. But I find nothing to indicate that the engineer wasn't qualified to make his report. And Mrs S's engineer's report doesn't say that the faults were present Mrs S bought it.

So while I sympathise with Mrs S, I don't conclude that the car wasn't fit for purpose when it was sold. I appreciate that she was very frustrated to experience the problems she did so shortly after she bought it. And it is surprising that there were no warning lights on given the problems she has told us about. But the problems don't seem to be out of the ordinary for a car of its age and mileage. So I don't conclude that the car was of unsatisfactory quality when it was sold.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 9 November 2015.

Laura Forster  
**ombudsman**