

## **complaint**

Mr and Mrs S complain that the car they got from The Car Finance Company (2007) Ltd (TCFC) under a hire purchase agreement was not of satisfactory quality.

## **background**

Mr and Mrs S obtained the car in February 2014, when it was nearly six years old. In September 2014 they contacted TCFC to say they wanted to return the car as they were not satisfied with its condition.

Our adjudicator did not recommend that the complaint was upheld. She said an independent inspection report said some rust on the bottom of the driver's door was consistent with it having been opened against a solid or coarse object. She was satisfied that the rust was not present or developing at the point of sale. Two other issues mentioned in the report were commensurate with the car's age and mileage. She thought that, under the terms of the agreement, Mr and Mrs S were liable to make a payment to settle the account even though they had by then returned the car to the dealer.

Mr and Mrs S asked for the decision to be reviewed.

## **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 seen the independent report and some pictures of the rust, it seems likely to me that if the rust had been present or developing when the car was sold Mr and Mrs S would probably have noticed that either before agreeing to buy it or far sooner than they did. I note that it seems they only complained about the rust after getting into arrears on the account.

A car of that age would be liable to develop a rust patch if the door hit something as the independent report suggested: and that could have happened after Mr and Mrs S had the car. Nor do the other issues indicate that the car was not of satisfactory quality when it was supplied.

In all the circumstances I cannot see any grounds for me to conclude that the car was not of satisfactory quality when Mr and Mrs S got it. They could be liable for any further payments which might be due under the terms of the agreement.

I am aware that another issue has arisen since Mr and Mrs S made their original complaint. Mr S was summonsed to appear in court for not having insurance because he was still the registered keeper of the car, even though he had returned it long before the relevant date. However I understand that TCFC has now agreed in principle to refund the fine imposed. I am making no decision on that matter, but imply noting it for completeness.

## **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs S to accept or reject my decision before 9 July 2015.

Hilary Bainbridge  
**ombudsman**