

## **The complaint**

Mr W complains about issues with a car he acquired through a Hire Purchase Agreement with CA AUTO FINANCE LTD trading as FCA Automotive Services UK Ltd (FCA). He would like to reject the car and be compensated for the inconvenience.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on giving the reasons for my decision.

## **What I've decided – and why**

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

Having done so I have reached the following conclusions:-

- Mr W took out an agreement for an eight-year-old car with around 40,000 miles on the clock. He might reasonably have expected more wear, tear, and repair issues with a used car than, for example, with a new one. Having said that we do expect cars to be fit for purpose at the point of sale.
- I don't think there is any dispute that there were some issues with the car which were repaired around a month after Mr W got it. Or that Mr W agreed to repairs to the back wheels, clutch, the car vibrating when pulling off and a missing wheel locking nut. I've seen emails between the business and Mr W where options are explained to him, and he opts to accept repairs.
- As I understand it whilst the repairs were being carried out a fault was found with the EGT requiring a new sensor. Mr W says he didn't agree to this repair. But I have no evidence of this. I have listened to two phone calls between the business and Mr W. It's clear Mr W is understandably frustrated at another issue but at no point does he say during these calls he wants to reject the car. I also think that even if he had, it wouldn't have been a reasonable request given I think a fault with the ECT sensor falls under wear and tear. I think the business acted appropriately in resolving this issue when it was discovered.
- Mr W has since told us he has had further problems and he feels the initial repairs weren't successful. The only independent evidence he has provided is a roadside recovery report which only notes a flat battery. Again, it's unfortunate this issue arose but batteries fall under wear and tear and are not reasons to allow rejection.
- The business, in my view, correctly advised Mr W that if he felt the initial repairs had failed he would need to get the car booked in for further inspection. I understand Mr W has disposed of the car so unfortunately has lost the opportunity to do this. But

without independent evidence that either the initial repairs failed or that other issues have arisen that have been identified as point of sale issues I can't reasonably uphold Mr W's complaint

### **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 Mr W to accept or reject my decision before 14 November 2023.

Bridget Makins  
**Ombudsman**