

## **The complaint**

Miss S complains about the quality of a car she acquired through a hire purchase agreement financed by Startline Motor Finance Limited (Startline).

## **What happened**

In February 2023 Miss S acquired a used car through a hire purchase agreement financed by Startline.

In May 2023 Miss S said there was a warning message on the dashboard about the AdBlue system, and so she topped it up. This didn't clear the message, instead it showed the vehicle would be able to travel 50 miles before it would no longer start.

Miss S said she contacted the dealership she acquired the car from, but they said it'd be 2 or 3 weeks for repairs to be completed, she'd have to pay for them, and no courtesy car would be provided to her. Miss S said the dealership told her she could take the car to a third-party garage if she couldn't wait 2-3 weeks.

Miss S took her car to a third-party garage, and she paid £397.40 for repairs in May 2023. The garage investigated the engine management fault and renewed the AdBlue injector along with replacing the sensor.

Following repairs, Miss S was driving the car to the airport when the warning message about AdBlue reappeared, saying the car wouldn't start in 50 miles. Miss S arranged for her car to be recovered to a local manufacturer garage and continued to the airport with her family by train.

Miss S contacted the dealership whilst on holiday and she said they told her they wouldn't be able to help with repairs. The repair was completed by the manufacturer garage at the end of May 2023 and Miss S paid £519.72. The garage confirmed a fault to the emissions reduction injector constantly injecting AdBlue. The injector was replaced, and the diesel particulate filter (DPF) was regenerated as it was found to be blocked due to the fault.

Miss S complained to Startline in May 2023 as the dealership refused to contribute toward the repairs.

Startline issued their final response to Miss S's complaint in July 2023. They said it was clear there was a fault with the vehicle, however the dealership or they should have been afforded the first opportunity to repair the vehicle and, as Miss S had already had the repairs completed, they were unable to assist any further. They said the broker of the agreement had offered £200 to Miss S as a gesture of goodwill.

Unhappy with this, Miss S brought her complaint to this service for investigation. She said she wanted Startline to pay for the repairs.

Our investigator gave her view that the car was of unsatisfactory quality when it was supplied to Miss S. She recommended that Startline refund the cost of both repairs Miss S

had paid for, refund the cost of a car Miss S hired to return from the airport, refund the difference between Miss S's car parking and train tickets, add interest to all refunds and pay Miss S £150 compensation.

Miss S accepted our investigators recommendations.

Startline didn't respond to our investigators view, or the four attempts she made to obtain their response to her view, so the case has been passed to me for a 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.

In considering what's fair and reasonable, I need to have regard to the relevant law and regulations. The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. Startline as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that the "quality of the goods is satisfactory"

To be considered "satisfactory" the goods would need to meet the standard that a reasonable person would consider satisfactory – taking into account any description of the goods, the price and other relevant factors. Those factors, in the case of a car purchase, will include things like the age and mileage of the car at the time of sale, and the car's history.

The quality of the goods includes their general condition and other things like their fitness for purpose, appearance and finish, safety and durability.

Here, the car was acquired used with a cash price of around £16,000. It was around four years old and had travelled approximately 32,000 miles at the time of supply.

I can see that Miss S contacted the dealership about an engine management light and the AdBlue system in May 2023, around three months after she'd acquired the car. Ultimately it was discovered that the vehicle had a faulty emissions reduction injector. As Miss S had the car for a short period of time before the fault occurred, I'm persuaded that the vehicle was faulty when it was supplied to her. I don't think a reasonable person would expect a vehicle of this age and mileage to have such a serious fault in such a short space of time that it requires significant work to prevent a more serious engine failure.

Considering the age and mileage of the vehicle, and how quickly the fault occurred, I'm persuaded that the car was not reasonably durable, and therefore was not of satisfactory quality at the time of supply.

Having made that finding, I need to decide what, if anything, Startline should do to put things right.

The Consumer Rights Act sets out the remedies available where goods are considered not to be of satisfactory quality and one of the remedies is to allow an opportunity to repair the goods. That repair should be done in a reasonable time, and without significant inconvenience to the consumer.

Startline said they weren't given an opportunity to repair the vehicle, and so they aren't now responsible for the costs.

I can see that Miss S did contact the dealership and gave them the opportunity to inspect the vehicle. They told her she'd have to wait 2-3 weeks for the repair, that she'd have to pay for it and that they wouldn't provide her with a courtesy car whilst the repair was completed.

Miss S explained that she needed the car to travel to work and was concerned that more serious problems would arise if she continued to use the vehicle. Miss S took the vehicle to a garage with immediate availability, and I find this was a reasonable thing for her to do in the circumstances.

The garage attempted repairs by replacing a sensor and renewing the injector. This appears to have been a reasonable attempt at repair. I haven't seen any evidence that suggests these repairs were unreasonable, or that the supplying dealership would've taken a different course of action if they'd seen the vehicle themselves. Therefore, I'm satisfied that Startline should refund Miss S for the cost of this repair.

The first repair didn't resolve the issue with the car, and Miss S needed to have the vehicle recovered to a second garage whilst she was travelling for a holiday. Miss S says the dealership told her again that she'd have to pay for any repairs, and so the garage replaced the faulty injector and regenerated the blocked DPF. When Miss S returned from her holiday the car had been repaired.

I don't think it was unreasonable for Miss S to have her car recovered to a garage and repaired, particularly when she'd been told she would have to pay for repairs herself. I'm satisfied that Miss S did give Startline an opportunity to inspect the vehicle and complete repairs, but that she acted reasonably in the circumstances in taking the car elsewhere for this to be done. I haven't seen anything to suggest the second repairs were unreasonable, or that the supplying dealership would've taken a different course of action if they'd seen the vehicle themselves. Therefore, I'm satisfied that Startline should refund Miss S for the cost of this repair.

Miss S said that when the AdBlue message illuminated for the second time she was on the way to the airport for a holiday. Miss S was able to get a refund for her airport parking of £125.99 but had to spend £174.80 on train tickets to get her to the airport. I'm persuaded that Miss S wouldn't have needed to change her travel plans but for the unsatisfactory quality car supplied by Startline, and so they should refund Miss S for the difference in the parking and train costs.

When Miss S returned from her holiday, she hired a car in order to return home. Miss S was travelling with a disabled child, and there were no direct public transport journeys available between the airport and her destination. I'm satisfied that Miss S acted reasonably in hiring the car and attempted to mitigate her losses in doing so. I'm also satisfied that Miss S needed to hire the car because the car that Startline supplied wasn't of satisfactory quality. So, I find that Startline should refund Miss S for the cost of the hire car, upon receipt of an invoice.

Miss S said she had booked a hotel at the airport which she wasn't able to use. I've considered this carefully, but I'm not persuaded that this cost was a direct result of the car that Startline supplied being of unsatisfactory quality. There are a number of other factors that could have impacted Miss S's hotel booking, and so I'm not asking Startline to refund this cost.

Miss S said she had to take a loan to pay for the repairs and has been charged interest on this. I can't reasonably say that Startline were responsible for the terms of any loan that Miss S agreed to, and so I'm not asking them to refund the interest on this. However, Startline

should add 8% simple yearly interest to each refund from the date of the payment to the date of the refund, to reflect that Miss S no longer had use of these funds.

Miss S has been put to distress and inconvenience in being supplied with a car that wasn't of satisfactory quality. She had to contact the dealership on a number of occasions and arrange for repairs to be completed. Our investigator recommended that Startline pay Miss S £150 compensation. Overall, I'm satisfied that this fairly compensates Miss S for the distress and inconvenience that she's experienced.

### **Putting things right**

I'm satisfied that Startline supplied Miss S with a car that was of unsatisfactory quality. And so, as outlined above, Startline must:

- Refund Miss S a total of £917.12 for the repairs to the car
- Refund Miss S for the hire car upon receipt of an invoice
- Refund Miss S £48.81 for the difference between car parking and train tickets
- Pay 8% simple yearly interest on all refunded amounts from the date of payment to the date of settlement
- Pay Miss S £150 compensation

If Startline considers that it's required by HM Revenue & Customs to withhold income tax from the interest part of my award, it should tell Miss S how much it's taken off. It should also give Miss S a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

### **My final decision**

For the reasons given above, I'm upholding Miss S's complaint. Startline Motor Finance Limited should put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 16 January 2024.

Zoe Merriman  
**Ombudsman**