

## **The complaint**

Miss L complains about the quality of a car she has been financing through an agreement with STARTLINE MOTOR FINANCE LIMITED ("Startline").

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my 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.

I know it will disappoint Miss L, but I don't think this car was supplied in an unsatisfactory condition. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss L acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Startline, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Miss L. The car here had already completed a little over 96,500 miles and was over nine years old. So, I don't think a reasonable person would expect it to be fault free, and I think it's likely it would be experiencing significant wear and tear, and that some components would be coming to the end of their serviceable life.

The independent inspector who looked at the car in February 2023, said: *"The fault codes are historical and were triggered thousands of miles ago, indicating the symptoms were clearly present at point of purchase, so the sales agent should be responsible for the necessary repair costs on the grounds that this is a pre-existing condition"*. And Miss L has explained that she noticed a steady amber warning from about two months into her

ownership. So, I'm persuaded on that basis that the car was at least developing a fault with the catalytic converter when it was supplied to Miss L.

But here I don't think the fault with the catalytic converter meant the car wasn't of satisfactory quality. I say that because online research suggests catalytic converters should last between 70,000 and 100,000 miles, and the car Miss L had taken receipt of had completed 96,500. I think the failure was therefore most likely to be due to normal wear and tear. In those circumstances Startline are not responsible for the cost of the repair.

### **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 21 August 2023.

Phillip McMahon  
**Ombudsman**