

The complaint

Mr Z complains that the vehicle he acquired through Startline Motor Finance Limited ("Startline") was not of satisfactory quality.

What happened

Mr Z acquired a used car in March 2021 via a hire purchase agreement through Startline. The car was five years old and had travelled around 80,000 miles at the point of purchase.

Mr Z had an issue when the DPF warning light came on after a few weeks and booked the car in for a service at an authorised garage. The garage noted this down as a "42,000 mile/2nd service" despite the mileage being over 82,000 miles at the time and appear to have resolved the DPF filter issue at the same time as carrying out the service.

In March 2022, Mr Z had the car serviced again at the same garage. The mileage at this point was just under 100,000 miles. At this service the garage also repaired two engine mounts, repaired and replaced some brake parts and sensor pads, renovated the air conditioning unit and replaced a tyre which had failed during the MOT test.

Then at some point between the end of September and November 2022, Mr Z had problems with the car and took it to a local garage. Mr Z has told us the mileage was around 110,000 at this point and the invoice from the garage in November shows they stripped and rebuilt the engine and replaced the turbo, the oil pump, and other parts, which totalled over £5,000.

Then in February 2023 the same garage replaced all four injectors, a fuel pump, the battery and carried out an MOT. The mileage at this point was 110,000, Mr Z has said he hadn't driven the car between September 2022 and March 2023.

In March 2023 Mr Z complained to Startline about the quality of the vehicle and asked to be compensated for the repairs carried out since he had been supplied the car. The business responded in April 2023 not upholding the complaint. They said that they hadn't authorised any of the repairs, hadn't been told about any of the problems with the car, and had seen no proof of the faults having been present or developing at point of sale.

Unhappy with this, Mr Z brought his complaint to our service. An investigator here investigated the case and did not uphold the complaint. They said that the repairs carried out are all items with limited lifespans. They could potentially last longer than the mileage of the vehicle at the time, but this would be dependent on regular maintenance and servicing, and they'd seen no evidence that the car had a full service history when supplied.

They also explained that they had seen no evidence of what had happened to cause the repairs to be required in November 2022, so they couldn't say what had caused the problems, or when. They said that as Mr Z had driven 30,000 miles in the two years he had owned the car, they felt the issues were most likely a result of wear and tear, and that the car was most likely of satisfactory quality when it was supplied.

Mr Z didn't agree with this and asked for an Ombudsman to make a final decision. He said

that the vehicle had failed three times in the first 18 months, and he'd spent as much on the repairs as the car was worth, which couldn't be fair. He said that the problems he had to have repaired led from an oil pump failure and so weren't simple wear and tear.

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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr Z was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

Mr Z was supplied with a car which had travelled 80,000 miles when it was supplied. The first issue he has raised was a few weeks after supply and was regarding the DPF filter. This is a wear and tear part and appears to have been cleaned or replaced as part of the general service he paid for.

I would not deem work on the DPF filter to be an indication of the car being of unsatisfactory quality when supplied, as this is a wear and tear issue requiring regular maintenance and replacement. It's also important to note that the authorised dealer carrying out the service noted this as the "42,000 mile/2nd service". This indicates that the car had likely not been serviced at the required intervals prior to Mr Z acquiring it, as it had covered 80,000 miles when supplied.

Whilst the previous service history clearly isn't Mr Z's fault, it would up to him to make himself aware of the maintenance history of a car, usually via its service history, as part of his decision to acquire the car.

It's then almost a year later when the next service is carried out, and Mr Z has covered almost 20,000 miles in that year of owning the car. There were some further repairs carried out at this point, but again, these appear to be wear and tear items being repaired or replaced, and there is no evidence to confirm anything different. And he's then travelled another 10,000 miles in the car in the following few months before having major problems in September to November 2022.

I'm sorry to hear of the repair expenses Mr Z has incurred, but I have to consider the evidence provided, and the relevant law, to decide what's fair and reasonable in the circumstances of the case. Mr Z has said that the vehicle's engine failure wasn't wear and tear but was a chain reaction following on from the oil pump failing. He's said he believes the original DPF "blockage" led to all of this happening.

Unfortunately, there's no evidence to back up this theory. The only evidence provided has been repair bills for work carried out, with no diagnostic reports or engineer reports commenting on the problems he's had with the car or what might have caused them.

Startline in their final response letter to Mr Z said they were not upholding the complaint because none of the repairs were authorised by themselves or their agents, indeed they said they were unaware of the issues Mr Z was having with the vehicle until he complained in

March 2023.

I've thought about this, as Mr Z has said he was discussing the problems with the business or their agents prior to this. Mr Z has also told us that after the major repairs in November 2022, the car didn't do any more mileage until March 2023 because he only collected the car back in March 2023. In fact, he has told us that between September 2022 and March 2023 the car was not with him but in the garage, and therefore he didn't add any mileage to it.

But Mr Z didn't raise a complaint with Startline until March 2023. I'm not persuaded that Mr Z would have been discussing the problems with the business for the previous six months without raising a complaint. During that period, he paid significant repair bills to garages which I'd have expected to trigger him to complain about the costs he was incurring.

If there was evidence which showed the potential "chain reaction" of one fault leading to another, I would consider the merits of Mr Z's request for the business to contribute to repairs. This would be despite the fact that Startline don't consider they are responsible as they weren't informed of any problems. But the only evidence we have is that repair bills were paid by Mr Z.

Mr Z acquired a car which had already done 80,000 miles and added another 30,000 miles in around 18 months before suffering some significant repair bills. There is no independent report about the causes of the problems, or any garage or mechanic testimony of any kind explaining what they believe has happened. I don't agree with Mr Z that it's a case that one problem must have led to another. It is just as likely, indeed more likely, that there was a variety of wear and tear issues with the car which caused the problems.

There is evidence that the car hadn't been serviced at the required intervals before Mr Z acquired it, which is generally an indicator that a car may suffer from more wear and tear issues sooner than might otherwise be the case. With no further evidence to show an issue with the quality of the vehicle, and Mr Z having been able to drive the car for 30,000 miles before any significant problems occurred, I am not persuaded that the car was of unsatisfactory quality at the point it was supplied to Mr Z.

I empathise with Mr Z for the issues he's had with the car, and the costs incurred, but there's no evidence that these faults were present or developing at the point he acquired the car. As such, I cannot uphold his complaint, and won't be asking Startline to do anything further.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 27 August 2023.

Paul Cronin
Ombudsman