

The complaint

Miss J complains that a car acquired with finance from Startline Motor Finance Limited wasn't of satisfactory quality.

What happened

In July 2022 Miss J was supplied with a car and entered into a finance agreement with Startline.

In September 2022 Miss J experienced some issues with the car cutting out. She reported the issues to the supplying dealer. Attempts to repair the car were made but Miss J continued to experience the issues.

Miss J raised a complaint with Startline and asked to reject the car. In its final response, Startline said that Miss J should contact her warranty company so that repairs could be carried out.

Repairs were completed in February 2023 and the warranty company covered the cost of repairs.

Miss J remained unhappy and brought her complaint to this service. She wants Startline to compensate her for the inconvenience she suffered when the car wasn't in a driveable condition. She says that Startline told her that once the issues with the car were resolved it would look into refunding her some of her monthly payments.

During the investigation by this service, Startline made an offer of £100 as a gesture of goodwill. Miss J declined the offer because she said she'd been told by Startline that it would compensate her for the issues she'd experienced with the car and for the number of visits she'd had to make to the garage. Miss J said she would accept £1000 for the inconvenience she'd been caused.

Our investigator didn't uphold the complaint. He said that the issues with the car appeared to be due to wear and tear and that the car was of satisfactory quality at the point of supply. The investigator said he appreciated that Miss J hadn't had proper use of the car since September 2022 but said he couldn't ask Startline to compensate her for the inconvenience arising as a result of not being able to use the car because the car was of satisfactory quality when supplied.

Miss J didn't agree. She said she didn't think the car was of satisfactory quality when it was supplied because she'd experienced the issues within a couple of months of purchasing the car.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of

satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

I would expect a second hand car – such as that supplied to Miss J – to have a degree of wear and tear and to require repairs more often than, say, a brand new car. So, in order to uphold this complaint, I would need to be satisfied that there was a fault with the car which was present at the point of supply as opposed to a fault which occurred due to general wear and tear.

I've reviewed the available evidence about the issues which occurred with the car. Based on what I've seen, I'm satisfied that there was a fault. I say this because the invoices show that there were issues with the brakes, the diesel particulate filter (DPF), the AdBlue injector and the catalytic converter.

Just because a car has a fault doesn't mean that it isn't of satisfactory quality. I've reviewed the available evidence to determine whether the car was of satisfactory quality when it was supplied to Miss J.

At the point of supply in July 2022 the car was around 3 ½ years old and had covered around 33,000 miles. The first issue with the car related to the brakes. I can see from the invoices that the brake discs were replaced in September 2022. At this point the car had covered 37,900 miles.

The issue with the AdBlue light and the DPF occurred next. The DPF was regenerated in November 2022. At this point the car had covered 41,239 miles.

The AdBlue light came back on after this and a further regeneration took place in December 2022. The recorded mileage at this point was 42,188.

The Nox system was reset in January 2023. At this point the recorded mileage was 44,310.

Looking at the various issues which occurred and the mileage which Miss J had covered, I can see that Miss J had managed to cover almost 5000 miles in the car before the first issue occurred in September 2022. Miss J had managed to cover around 8,269 miles by the time the AdBlue and DPF issues occurred.

If the faults had been present or developing at the point of supply, I would've expected Miss J to have experienced them much sooner, and not to have been able to cover the mileage that she did. Because of this, I think it's more likely that the issues with the car were due to general wear and tear and that the car was of satisfactory quality when it was supplied.

I appreciate that Miss J has been caused some inconvenience because she wasn't able to use the car for periods of time. That said, I can see that from September 2022 to January 2023 Miss J managed to cover around 6000 miles, which I would consider to be average mileage.

Miss J has said that Startline told her during a telephone conversation that it would look into refunding some of her monthly payments. Startline has told this service that Miss J did request compensation but it hasn't been able to locate any call recordings in which it agreed to refund any of Miss J's monthly payments. I've thought about this but in the absence of any evidence that Startline agreed to refund Miss J's monthly payments, I don't think it would be reasonable to ask it to do so. Further, I don't think there is any basis for asking Startline to

refund any monthly payments because I haven't found that the car wasn't of satisfactory quality at the point of supply.

Startline has acknowledged that it failed to respond to Miss J's compensation request and has offered a compensation payment of £100 to reflect the poor service. I think this is a fair and reasonable offer in respect of the service failure.

I understand that Miss J feels frustrated by the issues which occurred with the car. However, having considered everything, there isn't enough evidence to persuade me that the car wasn't of satisfactory quality when it was supplied. Because of this, I won't be asking Startline to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 23 October 2023.

Emma Davy
Ombudsman