

## **The complaint**

Mr N complains that a car acquired with finance from Secure Trust Bank Plc trading as V12 Vehicle Finance ("V12") wasn't of satisfactory quality.

## **What happened**

In June 2022 Mr N was supplied with a car and entered into a hire purchase agreement with V12. The car was around 9 years old and had covered around 85,000 miles.

Mr N experienced some issues with the car. In August 2022 the car was returned to the garage with an electrical fault which caused problems closing the boot. This was repaired under warranty. In September 2022 the car was returned to the garage with overheating issues. The water pump was replaced under warranty.

In March 2023 the car was returned to the garage with overheating issues. The garage advised Mr N that the engine needed replacing due to excessive burning of oil and timing issues caused by oil pressure issues.

In June 2023 Mr N raised a complaint with V12 about the quality of the car. In response, V12 said it required evidence that there was a fault when the car was supplied. It advised Mr N to obtain an independent report providing a view on whether the car was faulty when it was supplied.

Mr N provided an email from a third-party garage. V12 said this wasn't sufficient and said it required evidence that the current issue with the car would have been present or developing at the point of supply.

Mr N disagreed that his evidence wasn't sufficient and brought his complaint to this service.

After referring the complaint to this service, Mr N obtained an independent inspection report. The report identified several fault codes and said that emission and timing valve issues were present but concluded that there was no evidence to suggest that the vehicle wasn't of satisfactory quality when the car was supplied.

Our investigator didn't uphold the complaint. They said that based on the evidence they'd seen, it was more likely that the faults had developed between September 2022 and December 2022 when Mr N ran the car without sufficient oil to properly lubricate the engine, which had led to overheating, culminating in a warped head gasket causing oil ingress into the cylinders.

Mr N didn't agree. He said he'd never driven the car with no oil and had always topped up the oil when the warning light illuminated. Mr N said he didn't think it was fair that he was expected to pay for repairs to the car when there had been numerous issues with the car since the point of supply.

## **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 goods includes their general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr N was around 9 years old and had covered around 85,000 miles. So it's reasonable to expect that the car would already have a degree of wear and tear and that it was likely to require repairs sooner than, say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs with a car within the first 6 months of the point of supply, it's assumed that the fault was present or developing at the point of supply and it's generally up to the business to put things right.

Where a fault occurs outside of the first 6 months from the point of supply, the burden of proof is reversed and it's up to the consumer to show that the fault would've been present or developing at the point of supply.

I've reviewed the available evidence about the issues which Mr N has experienced with the car. Based on what I've seen, I'm satisfied that there's a fault. I say this because Mr N has returned the car to the garage with overheating issues and oil consumption issues and the garage has advised that the engine needs to be replaced. In addition to this, the independent inspection obtained by Mr N identified emission related issues and valve timing issues.

I've gone on to consider whether the car was of satisfactory quality when it was supplied. Because the current fault with the car occurred outside of the first 6 months of the point of supply, it's up to Mr N to show that the fault would've been present or developing at the point of supply.

Mr N provided an email from a third-party garage dated 21 June 2023. This states that Mr N took the car to them in September 2022 with overheating issues. It states that the pump was replaced. It also states that at this time, the car took 3.5 litres of oil. The email states that Mr N took the car to them in December 2022 with the oil light illuminated. It states that the car took 3 litres of oil and that no oil leaks were found. The email also stated that Mr N took the car to them in March 2023 with overheating issues and not holding water. The garage stated that having inspected the car it found that it needed a replacement engine due to burning excessive amounts of oil and cam shaft /timing faults due to oil pressure issues.

I've had regard to this email. However, it doesn't say why the car is burning oil, and more importantly, it doesn't say whether the fault would've been present or developing at the point of supply.

Mr N also obtained an independent inspection report. This is dated 1 August 2023. The engineer found several stored fault codes and concluded that emission related issues were present, as well as valve timing issues. The report stated that the performance issues could have been affected by the vehicle being run with low oil levels. The report concluded that there was no evidence to suggest that the vehicle wasn't of satisfactory quality when it was sold.

Based on the evidence that I've seen, I'm not persuaded that the fault would've been present or developing at the point of supply. I'm unable to say exactly what has caused the fault

because none of the expert evidence reaches a conclusion on this. However, taking into account the age and mileage of the car when it was supplied, I think its likely that this is a wear and tear issue rather than a fault which was present at the point of supply. I can see that Mr N has covered over 15,000 miles in the car since the point of supply. If the fault had been present at the point of supply, I don't think it would have been possible for him to drive the car for almost a year and cover this mileage.

I appreciate that this isn't the outcome that Mr N was hoping for and I understand how frustrating it can be when vehicles require repairs. However, for the reasons I've explained, I'm unable to conclude that the car wasn't of satisfactory quality when it was supplied and therefore, I won't be asking V12 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 Mr N to accept or reject my decision before 6 February 2024.

Emma Davy  
**Ombudsman**