

The complaint

Miss W complains that a car acquired with finance from Startline Motor Finance Limited ("SMF") wasn't of satisfactory quality.

What happened

In May 2022 Miss W was supplied with a car and entered into a finance agreement with SMF. At the point of supply the car was around 7 years old and had covered mileage of around 65,867.

Within around 5 weeks of getting the car Miss W experienced issues with the AdBlue injectors and AdBlue pump. She returned the car to the supplying dealer who carried out repairs.

Since the repairs were carried out Miss W found that the car didn't start properly and when driving the vehicle would jerk and suddenly stop. Miss W complained to SMF and asked to reject the car. She advised that the car was booked in for a diagnostic and provided a video evidencing the issues.

Miss W also supplied a vehicle health check from "R" dated 31 August 2022. This confirmed six intermittent fault codes as well as a permanent electric window output fault.

SMF arranged an independent inspection of the car. The inspection took place in September 2022. The inspecting engineer was unable to replicate any of the issues that Miss W had experienced and found no faults with the car. The engineer commented that as a precaution, it was recommended that the diesel particulate filter (DPF) was cleaned and regenerated, as intermittent engine performance issues could occur when the DPF needed cleaning.

Based on the findings of the report, SMF didn't uphold Miss W's complaint.

Miss W remained unhappy and complained to this service. She said the car broke down in December 2022 and a subsequent diagnostic report showed that there was an issue with the fuel pump. Miss W says she's continued to experience issues with the car including engine fault warnings.

Our investigator didn't uphold the complaint. He said there wasn't enough evidence to say that the car wasn't of satisfactory quality at the point of supply.

Miss W didn't agree so I've been asked to review the complaint.

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 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 Miss W was around 7 years old and had covered around 65,800 miles. So it's reasonable to expect that it would already have a degree of wear and tear and that it require repairs and maintenance sooner than, say, a brand new car.

I've reviewed all the available information about the issues with the car. Based on what I've seen, I'm satisfied that there's a fault with the car. I say this because Miss W has provided a diagnostic dated August 2023 which suggests that the control module on the fuel tank pump unit is faulty.

Just because there's a fault doesn't mean that the car wasn't of satisfactory quality when it was supplied. So I've gone on to consider whether the fault was present or developing when the car was supplied.

I can see that the AdBlue injector and AdBlue pump was repaired within a few weeks of Miss W getting the car. There's no evidence to link the current fault with these issues, and no evidence that Miss W continued to experience issue with the AdBlue injector, so I'm persuaded that these repairs were successful and that the current fault with the car isn't related to those repairs.

An independent inspection can help to determine whether a fault was present or developing at the point of supply. I've reviewed the inspection report dated September 2022. The engineer who carried out the inspection wasn't able to replicate the jerking and start/stop issues that Miss W told SMF she was experiencing and was unable to find a fault with the car.

The diagnostic dated August 2023 has shown that there was a fault in August 2023, but there's no evidence to suggest that this fault was present at the point of supply. This is important for the reasons I explain below.

The relevant legislation says that where a fault occurs in the first 6 months then 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. After 6 months the burden of proof is reversed and it's up to the consumer to show that the fault was present or developing at the point of supply. So in this case, because the fault with the fuel tank pump was diagnosed outside of the first 6 months, it's up to Miss W to provide evidence to show that the fuel tank pump was faulty at the point of supply. And although the diagnostic says that there's likely to be a fault with the fuel tank pump unit, this isn't a definite diagnosis and there's nothing in the diagnostic which says that this fault would have been present or developing at the point of supply.

Taking everything into account, I'm not persuaded that the diagnostic report dated August 2023 shows that there was a fault with the car at the point of supply. So it isn't enough to persuade me that the car wasn't of satisfactory quality when supplied. If there had been a fault with the fuel tank pump which was present or developing at the point of supply, I think this fault would've been identified at one of the earlier diagnostics arranged by Miss W, or at the independent inspection report. There's no evidence on any of those reports of an issue with the fuel pump. So it seems more likely that the fault with the fuel pump has developed due to general wear and tear commensurate with the age and mileage of the car.

Taking all the available evidence into account and for the reasons I've explained above, there isn't enough evidence to persuade me that the car wasn't of satisfactory quality at the point of supply. I won't be asking SMF 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 Miss W to accept or reject my decision before 1 November 2023.

Emma Davy
Ombudsman