

The complaint

Mr C complains about the quality of a car he 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 Mr C, but I agree with the investigator’s opinion. Please let me 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.

Mr C acquired his car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The relevant law says, amongst other things, 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 Mr C. The car here was about eight years old and had already completed about 73,000 miles. So, I don’t think a reasonable person would expect it to be fault free and I think they’d expect quite a bit of wear and tear to be present.

Mr C has explained that a fault with the flywheel and clutch was identified and repaired on the car at no cost to him. There seems no dispute that this fault was present when the car was supplied to him and in those circumstances the business were entitled to carry out a repair.

Mr C says that within about five months he also had to have the brakes replaced, a hose replaced to stop an oil leak, and a suspension arm repaired. I’ve not seen any further

evidence of those repairs but, even if I had, I think they could only fairly be considered issues that were related to wear and tear on a car of this age and mileage. I don't think they would make the car of unsatisfactory quality. And, even if I'm wrong about that, I can see there were no advisories highlighted on the MOT completed just before the car was supplied to Mr C and I think, if the faults were present or developing at that point they would have been highlighted.

Mr C says there's been a drive chain warning on screen since he took receipt of the vehicle. He's provided a photograph to show that was the case and I can see that it's date stamped from around the time of collection. The independent engineer who I'll call "S" inspected the car in March 2021, about nine months after the car was supplied. He noted that the drive chain warning was illuminating then as well. But I'm not persuaded there is evidence this relates to a fault with the car that made it of unsatisfactory quality. That's because "S" went on to explain he thought the message was being generated because:

"... the ABS (Anti-lock Braking System) sensors picking up on the different wear levels of the tyres as this has caused a variation in the circumference of the tyres and triggered the drivetrain warning light".

He said that the front tyres had different speed ratings and tread patterns but explained that they were still road legal.

I've seen nothing that would lead me to dispute those findings. I can see the message is still being displayed but, on the evidence provided, it doesn't appear to be representative of a fault. It simply suggests the ABS sensors are picking up a variation in circumference of the wheels that is generated by *acceptable* variation in tyre tread patterns.

Mr C says there are problems with the high pressure fuel pump and the turbo charger. He's provided a screen shot of a garage diagnostic report dated 10 October 2020 and a copy of the invoice for that work. I don't think these documents provide persuasive evidence, I say that because the garage diagnostic report is screenshotted from a word processor and is editable, the address is different from the address on the invoice as it's misspelt, and the company registration number is different too (the invoice appears to be the correct one). So, whilst the diagnostic report lists the same error code that the second independent inspection identified (high pressure fuel plausibility pressure too low) it's not clear when this fault first appeared.

I've thought about when this high pressure error code was likely to have first come about. The relevant legislation says that if the fault occurred in the first six months it is to be assumed it was present when the car was supplied, and the business were responsible for the car's quality. I think it's been demonstrated that this wasn't likely to be the case. I say that because when "S" inspected the car in March 2021 there were no fault codes of this type recorded and because, for the reasons I've already given, I'm not persuaded by the diagnostic report Mr C has provided.

So, I am not persuaded it would be fair to hold Startline responsible for any fault relating to the high pressure error code.

The diagnostic report Mr C provided also referred to a problem with a blocked turbo. The independent investigations didn't identify any such problem.

Mr C has suggested that the second inspector who looked at the car in September 2021 had noted a problem with the turbocharger, but I don't think that was the case. He'd commented that *"There was also a noticeable rattle from the engine which was traced to the exhaust*

heatshield being insecure above the turbocharger unit". That's not an issue that had been identified earlier and had nothing to do with any potential turbocharger blockage.

When "S" inspected the car nine months into the agreement the engine was noted to be running smoothly, its performance was satisfactory and there were no abnormal noises. I'm not therefore persuaded there is sufficient evidence of a turbo fault that was present or developing when the car was supplied.

Mr C has suggested he's had so many faults with the car that it can't have proven to be sufficiently durable. He's right to explain that durability is an issue we need to take into account when considering whether goods are of acceptable quality. This car was already eight years old and had completed quite a high mileage when Mr C took receipt of it. Even if I had evidence of the repairs Mr C says he completed five months into the agreement I don't think it would be fair to say the issues reported were unusual on a car of this age and mileage. I'm not therefore persuaded the car hasn't been durable.

Overall, whilst I can see Mr C is experiencing problems with the car, I don't think it would be reasonable to hold Startline responsible for those issues.

Mr C also complained to Startline about problems with the servicing of his car. This service can't consider all the complaints that are sent to us. We have to follow the rules provided by the Financial Conduct Authority. One of those rules is that we can only consider complaint referred to us later than six months from the date of the business' final response if the business give us permission to do so. Mr C referred his complaint about servicing too late and the business refused to give us permission to consider it. I understand that our investigator has already explained that position to Mr C and as he's not objected I won't comment any further on that aspect of his complaint other than to say I agree with the investigator's view.

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 Mr C to accept or reject my decision before 8 April 2022.

Phillip McMahon
Ombudsman