

## **The complaint**

Miss R complains that a car that was supplied to her under a hire purchase agreement with Startline Motor Finance Limited wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Miss R under a hire purchase agreement with Startline that she electronically signed in November 2020. She says that the car's engine management light came on about a week later and was showing intermittently. She returned the car to the dealer but the light wasn't showing so she says that the dealer gave her some diesel cleaner for the engine. She says that the engine management warning light continued to come on intermittently and she took the car to a garage in February 2021 where a diagnostic scan indicated a turbo fault and recommended a repair of the turbo actuator.

Miss R complained to Startline about the issues with the car and it arranged for the car to be inspected by an independent expert. It said that there was no evidence to suggest that the faults were present or developing at the point of sale or the result of a failed repair so it was unable to support her request to reject the car. Miss R wasn't satisfied with its response so complained to this service and says that she wants Startline to pay for the car to be repaired and to pay her compensation.

Our investigator recommended that her complaint should be upheld. He said that a problem with the turbo was diagnosed after only three months and that it was likely present or developing at the point of sale. He was satisfied that the car wasn't of satisfactory quality so he recommended that Startline should arrange for it to be repaired or cover the costs of a suitable repair.

Startline has asked for this complaint to be considered by an ombudsman. It says, in summary, that a fault identified within 3 months doesn't confirm that it would have been present or developing at the point of sale. It says that the independent expert said that the required repairs "*... should be classed as age-related, in-service, routine maintenance and would not prevent the vehicle from being fit for purpose now or at the point of sale*".

Miss R says that she's paying for a broken car and she had wanted to pay for it within two years but the issues with it have delayed that and she'll now have to pay more interest. She also says that she's probably doing more damage to the car by driving it and servicing it is likely to be more expensive.

## **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 agree with the outcome recommended by our investigator for these reasons:

- Startline, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss R - whether or not it was of

satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it;

- the car that was supplied to Miss R was about seven years old, had been driven for more than 84,000 miles and had a price of £3,795;
- satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will also depend on a number of factors;
- Miss R says that the car's engine management light came on about a week after the car was supplied to her and was showing intermittently so she returned the car to the dealer but the light wasn't showing and she says that the dealer gave her some diesel cleaner for the engine;
- she says that the engine management warning light continued to come on intermittently and she's provided a screenshot of text messages that she sent to the dealer in January 2021 about the issues with the car and a photo showing the engine management warning light on;
- she took the car to a garage in February 2021 where a diagnostic scan indicated a turbo fault and recommended a repair of the turbo actuator – Miss R then complained to Startline and it arranged for the car to be inspected by an independent expert;
- the inspection took place in July 2021 and the inspection report records the car's mileage as 88,625 so Miss R had been able to drive more than 4,000 miles in the car since it was supplied to her;
- the inspection report said: *"The current fault codes are well known to us and are interlinked with one other with the cause being an interruption the turbo boost pressure. There are two likely causes of an interruption in turbo boost pressure, one being that the turbocharger is approaching the end of its in-service life. In this case, however, we believe the most likely cause is that the DPF needs to be cleaned and regenerated; this should be considered routine maintenance on a vehicle of this age and reported mileage ... In our opinion, the most cost-effective repair method would be to have the DPF cleaned and regenerated ... If this is unsuccessful then further investigation will be required under workshop controlled conditions, and the next most likely repair method is a replacement of the turbocharger ... In either instance, the repairs should be classed as age-related, in-service, routine maintenance and would not prevent the vehicle from being fit for purpose now or at the point of sale";*
- the inspection report identified issues with the car but said that it thought that the most likely cause of the issue was that the diesel particulate filter needed to be cleaned and regenerated – but it also said that if that was unsuccessful the turbocharger might need to be replaced – I'm not persuaded that replacing the turbocharger in these circumstances would be considered to be "routine maintenance";
- Miss R had complained about the engine management warning light coming on intermittently soon after the car was supplied to her, she's provided evidence to show that she contacted the dealer about her issues with the car and a garage diagnosed a turbo fault and recommended a repair of the turbo actuator;
- I consider it to be more likely than not that there was a fault with the car that was either present or developing when it was supplied to Miss R and which caused the engine management warning light to come on so I consider that the car wasn't of satisfactory quality at that time;
- the recommended repairs include cleaning and regenerating the diesel particulate filter, replacing the turbo actuator and replacing the turbo charger – I find that it would

be fair and reasonable in these circumstances for Startline to arrange and pay for the issues with the car to be properly repaired; and

- Miss R says that she's continued to use the car so I'm not persuaded that it would be fair or reasonable for me to require Startline to refund any of the monthly payments that she's made under the agreement to her or to pay her any other compensation – I consider a repair of the car to be an appropriate remedy in these circumstances.

### **Putting things right**

I find that it would be fair and reasonable in these circumstances for Startline to arrange and pay for the issues with the car to be properly repaired.

### **My final decision**

My decision is that I uphold Miss R's complaint and I order Startline Motor Finance Limited to arrange and pay for the issues with the car to be properly repaired.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 9 June 2022.

Jarrold Hastings  
**Ombudsman**