

## **The complaint**

Mr Y complains that a car acquired with finance from Vauxhall Finance plc (VF) wasn't of satisfactory quality.

## **What happened**

Mr Y was supplied with a car and entered into a conditional sale agreement with VF.

Within a short time of getting the car, Mr Y experienced issues with the engine misfiring and the car pulling. He returned the car to the supplying dealer several times, but they were unable to find any faults. The supplying dealer adjusted the tracking and said the car was driving straight.

Mr Y continued to experience issues and raised a complaint with VF. VF said that based on the information provided by the supplying dealer, it wasn't able to uphold the complaint. VF advised Mr Y to obtain an independent report to show that there was a fault.

Mr Y remained unhappy and brought his complaint to this service. He obtained a report from an independent garage which stated that the spark plug had oil in it which caused the car to misfire.

Our investigator upheld the complaint. He was persuaded by the independent garages report that there was a fault with the car which made it of unsatisfactory quality. The investigator said that VF should arrange for the car to be repaired at no cost to Mr Y and that it should pay compensation.

Mr Y didn't agree. He said the compensation wasn't enough to reflect the number of times he'd had to take the car back to the supplying dealer.

VF didn't agree either. It said that no fault had been found with the car and that changing a spark plug was part of general maintenance of 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.

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 a specific point, it isn't because I've failed to 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 Y acquired his car under a conditional sale 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 VF, who are also the supplier of the car, are responsible. The relevant law says that goods are of satisfactory quality if they meet the

standard that a reasonable person would consider satisfactory, taking into account any description of the goods, the price and all other relevant circumstances. Other relevant circumstances would include the age and mileage of the car at the time it was supplied to Mr Y. The car was around 5 years old and had covered 53,481 miles. So, I think a reasonable person would expect some signs of wear and tear.

The relevant legislation says that if a fault occurs in the first 6 months, there's a presumption that it was present at the point of supply, and VF is responsible for the quality of the car unless it can prove otherwise.

I'm persuaded that the fault with Mr Y's car was present at the point of supply. I say this because Mr Y obtained an independent report which diagnosed oil in one of the spark plugs, which was likely causing the car to misfire. The report says the spark plug needs to be replaced but says there is also a possibility that the rocker cover gasket has failed causing oil to leak into the spark plug.

I understand that the supplying dealer looked at the car several times and was unable to find a fault. I also understand the point which VF makes about spark plugs being serviceable items. However, I'm persuaded by Mr Y's testimony that the engine repeatedly misfired, as well as by the independent report. I'm persuaded that there was a fault.

I've also considered durability, which is an aspect of satisfactory quality. Spark plugs can be expected to last between 80,000 – 100,000 miles before requiring replacement. In this case, the mileage covered by Mr Y's car was significantly less than this. I don't think a reasonable person would expect to replace a spark plug on a car of this mileage. Taking everything into consideration, I don't think the car was sufficiently durable, which means it wasn't of satisfactory quality.

The legislation allows VF one opportunity to repair the car. My understanding is that no repairs have been attempted, so I think VF should contact Mr Y and arrange for repairs to be completed.

Mr Y has recently told this service about some other issues with the car. These haven't been investigated by VF yet, so I'm unable to look at these as part of this complaint. The repairs which I'm asking VF to arrange are to the spark plug and /or rocker cover gasket.

### **Putting things right**

VF should arrange for repairs to be carried out to the spark plug and/or rocker cover gasket at no cost to Mr Y.

Mr Y has been inconvenienced by the issue with the car. He's had to take the car back to the dealership several times and has had to arrange an inspection at another garage. VF should pay Mr Y compensation of £100 for the distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold the complaint. Vauxhall Finance plc must:

Arrange for repairs to be carried out to the spark plug/ rocker cover gasket at no cost to Mr Y

Pay compensation of £100 for distress and inconvenience

Remove any adverse information from Mr Y's credit file in relation to the agreement

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 21 November 2022.

Emma Davy  
**Ombudsman**