

## **The complaint**

Miss B complains about the quality of a car she acquired through a Personal Contract Plan (PCP) with FCE Bank Plc trading as Ford Credit. She would like the full cost of a significant repair incurred refunded.

## **What happened**

The details of this complaint are well known to both parties so I won't repeat them again here. Instead, I will focus on giving the 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.

Having done so I have reached the following conclusions:-

- It's disappointing that Ford Credit haven't responded to our investigator's view. But as it has had several opportunities to do so I think it's only fair to Miss B that I now go ahead and make a final decision on her complaint.
- Miss B took out an agreement for a new car in April 2018, as such she could reasonably have expected it to be fault free. The head gasket blew in May 2022 requiring a new engine. As this was more than six months after Miss B got the car we would normally say it would be down to Miss B to prove a point-of-sale problem for which Ford Credit is responsible. Miss B said the car wasn't independently inspected when the head gasket blew as it was recovered to the dealership where it was subsequently repaired. In the absence of an independent report, I must consider all the other information provided to see if, on a balance of probabilities, the issue is one for which Ford Credit is responsible.
- Ford Credit has made the point that it was too long since the point of sale for it to be responsible for the issue but it did contribute £1000 towards the cost of the repair. The manufacturer paid £7826.73 leaving a shortfall of £956.68 for Miss B to pay.
- Miss B drove just over 42000 miles in the four years until the engine failed. We usually say a head gasket issue shouldn't be expected to arise until around 100,000 miles have been driven. Miss B has told us she had the car regularly inspected each year and the only issue arising from MOTs carried out was a worn brake pad after she had driven. 400,080 miles. Ford Credit hasn't disputed this information, neither has it indicated any potential driver style issue that might have caused the gasket to blow
- Given the car was a new one, Miss B hasn't driven excessive mileage, there is no evidence Miss B hasn't correctly maintained the car or that her driving style was a contributory factor, and the failure was a significant one that we wouldn't expect to see so early in the car's history, I am persuaded that the car wasn't durable at the point of sale . So, I don't think it's reasonable that Miss B covers any of the cost of

repair. And I also think some compensation, as suggested by our investigator, is appropriate for the distress and inconvenience caused to Miss B

### **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement FCE Bank Plc trading as Ford Credit should :-

- Refund the cost of repairs that Miss B funded - £956.68
- Pay 8% simple yearly interest on this sum from the date of payment to the date of settlement
- Pay Miss B £150 compensation for the distress and inconvenience caused
- Remove any adverse information relating to this agreement from Miss B's credit file.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 18 May 2023.

Bridget Makins  
**Ombudsman**