

## **The complaint**

Miss C complains of issues with a car she acquired through a Hire Purchase Agreement with Startline Motor Finance Limited (Startline) wasn't fit for purpose. She would like compensation for the time she didn't have use of the car.

## **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:-

- There is no dispute that the diesel particulate filter (DPF) was in an advanced state of blockage when Miss C got her car which took two attempts to resolve. Miss C accepted our investigator's recommendation that Startline refund her monthly payments for the time she was without the car for the final repair – 25 October 2022 to 31 January 2023. Startline didn't accept this. It accepted there had been a delay in resolving the issue but felt the DPF was a serviceable item that could expect to be replaced and a repair was offered. So, the issue for me to decide is what, if any, compensation is appropriate.
- An independent report on 25 November 2022 confirmed the blockage and a repair was offered on 12 December 2022. Miss C declined this as she wanted to reject the car and put in her complaint to us. She then accepted the repair in early January 2023 but the next available slot for a repair was 31 January 2023.
- The independent report carried out in November 2022 confirmed the DPF was in an advanced state of blockage at the point of purchase. It also stated as the supplying dealership regenerated the DPF in July 2022 it was responsible for further work on the DPF. Whilst Startline has accepted that I don't, Startline is still responsible for the quality of goods at the point of sale.
- I accept the DPF might be seen as a serviceable item but there was clearly an issue with it at the point of sale and although Miss C took out an agreement for a used car so she might reasonably expect more wear, tear, and repair issues than with a new one, the car was only 5 years old with relatively low mileage. So, I think she could have expected the DPF to be in working order.
- As the independent report stated the car was unfit for use on public highways as the car was in limp mode due to the DPF blockage this supports Miss C not being able to use the car prior to when the inspection was carried out. So, I am persuaded Miss C didn't have use of the car from October 25, 2022, when she stopped using it and

raised the issue with Startline until after the independent report had been carried out on November 25, 2022, and a repair offered on 12 December 2022. And I think it's fair to refund her monthly payments for this period when she was without use of a car.

- However, I don't feel it's fair to refund monthly payments after 12 December 2022 as the delay after this point was due to Miss C not initially accepting a repair. I have sought both Miss C's and Startline's view on this. Startline agreed with my view but Miss C didn't. Unfortunately, I don't agree with Miss C's point that all the delay was down to Startline. It offered a reasonable date for a repair that she chose not to accept. By the time she accepted a repair I don't think she could reasonably have expected this to be done instantaneously or to necessarily be provided with an alternative car during this time.

### **My final decision**

My final decision is that I uphold this complaint.

In full and final settlement Startline Motor Finance Limited should:-

- Refund the monthly payments Miss C made from and including 25 October 2022 to 12 December 2022 with 8% simple interest added from the date of payment to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 17 August 2023.

Bridget Makins  
**Ombudsman**