

The complaint

Mr V complains that Startline Motor Finance Limited (Startline) didn't accept his short term right to reject a car. He would like it to do so. And to compensate him for the distress caused.

What happened

Mr V took out a Hire Purchase Agreement with Startline for a seven-year-old car with 81,521 miles on the clock on 7 May 2023. He says on 18 May 2023 the car broke down with warning lights on the dashboard for the engine, coil light and stop/start function. He says a mechanic advised him the Diesel Particulate Filter (DPF) was blocked

Mr V says the supplying dealership told him it couldn't fix the DPF until the end of June during which time he wouldn't have been able to use the car due to the terms of the warranty.

Mr V says at this point he made it clear he wanted to exercise his short term right to reject the car. He also told us he had to buy another car

I issued a provisional decision in which I concluded :-

- Mr V's car broke down within a very short time of having it and the issue identified - the blocked DPF – he said couldn't be fixed for approximately six weeks.
- Consumer credit legislation allows for a short term right to reject goods that are faulty. There was no dispute that Mr V asked to reject his car within the 30 days he had to do so. The issue for me to decide was if there was a fault with the car that meant he should have been allowed to reject it.
- Mr V said there were issues with the dashboard and the DPF. The report from when his car broke down noted an engine fault light code for the DPF but Mr V didn't want the mechanic to carry out the regeneration. The only other fault code noted was a tyre pressure warning. There was no mention of a stop /start issue that Mr V mentioned to us. So it seemed to me the dashboard indicators only advised of two issues – tyre pressure and the DPF.
- I also saw the job sheet provided by the supplying dealership to whom Mr V returned the car. This noted it carried out diagnostic tests and did the DPF regeneration. It carried out extensive road testing including testing the stop /start function and no issues were found. The mechanic found the gears were engaging and couldn't fault the vehicle.
- I found the information from the mechanic who attended the breakdown, and the supplying dealership consistent. There was no fault with Mr V's car but two likely maintenance issues. The first one of low tyre pressure – Mr V took out an agreement for a used car so could likely have expect more wear , tear, and maintenance than with a new car. Possible low tyre pressure falls under routine maintenance and isn't a fault.

- The second issue was the DPF but this was also, in my view, a maintenance issue not a fault. It's something Mr V could have expected to have had to address at some point. It wasn't grounds to allow him to reject the car.
- Based on the information both sides provided I didn't think it was reasonable to expect Startline to allow Mr V to reject his car as I saw no evidence of an actual fault.
- I noted Mr V chose not to have the DPF regeneration carried out at the roadside when he broke down which would have resolved the issue. That was his choice. I also understood Mr V could have potentially resolved the issue himself by taking the car on a long drive but accept he may not have felt confident to do this. There is also an argument that given DPF regeneration is a maintenance issue, in this case on a used car, that it didn't warrant a 'free repair'
- But, given how little time Mr V had the car and the fact the supplying dealership did offer to carry out the regeneration I thought it was unreasonable to expect Mr V to wait six weeks for this to be done. If, as he says, he couldn't drive the car once an issue had been identified due to the terms of his warranty. I thought the supplying dealership could have done more to resolve the issue for Mr V. It could for example have offered him the use of a courtesy car or sought to outsource the DPF regeneration elsewhere.
- Whilst I didn't feel I had evidence to support rejection of the car I thought Startline should pay Mr V £150 compensation for the inconvenience caused and to cover the out-of-pocket expenses our investigator identified. If Mr V's account was up to date this should be paid to him, if his account was in arrears this sum should be deducted from the balance owing.

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.

Startline accepted my provisional decision. Mr V, understandably, has not accepted it.

I have considered very carefully the points Mr V has made.

He has told us he only drove on motorways so that should have cleared the DPF but didn't. I appreciate it would be difficult for Mr V to evidence how he used the car. But as I understand it the DPF regeneration was successful. I have no evidence that wasn't the issue with the car. So, it's unfortunate if, as Mr V says, he drove the car in a way which might have resolved the issue that it didn't. But that doesn't change the fact that the issue is a maintenance one resolved by the DPF regeneration.

Mr V is right that there is a short term right to reject a car if it isn't of satisfactory quality, but I didn't find that to be the case here as both the report from the breakdown and the supplying dealership didn't find a fault with the car.

I agree the timescale to do the DPF regeneration was excessive which is why in my provisional decision I made allowance for that with compensation.

I understood the issue with Mr V's warranty was that the terms of the warranty wouldn't allow him to drive the car once an issue was identified. Mr V has now told us that his warranty would have expired by the date given for the regeneration to be done. If I misunderstood the issue with his warranty I apologise.

However, If the issue was Mr V would have had to pay for the DPF regeneration that wasn't necessarily the case. The business might have agreed to do the regeneration as a gesture of goodwill. Or hopefully they might have been able to find an earlier slot to do the regeneration that fell within the warranty period.

However, there is also an argument that a maintenance issue on a used car wouldn't warrant a 'free' repair and from what I understand Mr V asked to reject the car and didn't want the repair. I have no evidence he tried to engage with the business to try to agree an earlier repair that would have fallen within the warranty period. So, I don't feel the time initially stated to do the regeneration is grounds to say he should have been able to reject the car.

Mr V has reiterated there was an issue with the stop /start function. But that wasn't mentioned in the road report he provided. And the report from the garage says it tested this function and didn't find a problem. So, I have no evidence there was a fault with the stop/start function.

I do appreciate Mr V's frustration but having carefully considered the points he has made I don't feel he has given me any new information that leads me to feel that I should change my provisional decision.

My final decision

My final decision is that I uphold this complaint.

To resolve this complaint Startline Motor Finance Limited should:-

- pay Mr V £150 compensation for the inconvenience of not being able to carry out the DPF regeneration for some weeks, and to cover out of pocket expenses Mr V incurred. If Mr V's account is up to date this should be paid to him, if his account is in arrears this sum should be deducted from the balance owing.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 2 November 2023.

Bridget Makins
Ombudsman