

## **The complaint**

Miss C is unhappy with the quality of a car supplied on finance by STARTLINE MOTOR FINANCE LIMITED ('SMF').

## **What happened**

The background details of this case are well known to the parties so I will simply summarise them here.

Miss C obtained a car on hire purchase from SMF in August 2021. However, she says that it is not of satisfactory quality. She says she has had different problems with it from an early stage and now it needs major engine repairs.

SMF did not agree to refund Miss C. In summary, it considered the issues down to wear and tear.

Our investigator did not uphold the complaint – concluding that she was not persuaded that the car was not of satisfactory quality at the point of sale.

Miss C has asked for an ombudsman to look at things for a final decision. She says she understands that cars have general wear and tear but this car has a lot of problems from a few months after purchasing. She says she didn't complain sooner because she wasn't aware she could. She says the issues with the car have caused her financial hardship, worry and it has impacted her mental health.

## **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.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes informally.

I am very sorry to hear about the impact of the issues with the car that Miss C describes. I am not going to uphold her complaint for reasons I have gone into below. However, if she is in financial difficulty due to repayments on her agreement this is something she needs to discuss with SMF. It needs to act positively and sympathetically to her situation.

Furthermore, I know more recently Miss C has mentioned that the agreement wasn't affordable and should not have been given to her. This is a separate complaint point not related to the quality of the car which Miss C should raise separately with SMF. It isn't something I will be looking at here.

The Consumer Rights Act 2015 is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory".

The Consumer Rights Act 2015 says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. So it seems likely that in a case involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage at the time of sale and the vehicle's history.

The Consumer Rights Act 2015 ('CRA from now on') says the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of goods.

SMF provided Miss C with a second-hand car. It was about 8 years old at the point of supply and had travelled in excess of 59,000 miles. The price of the car was also much lower than the new price for such a vehicle. I think in the circumstances it's fair to say that a reasonable person would expect the car to have already suffered notable wear and tear, and there to be a higher risk of potentially costly repairs occurring sooner than in a new or less road-worn car.

I can see Miss C has referred to some things needing repair and maintenance on the car at an earlier stage. From job sheets I can see a washer pump was replaced within the first few months of Miss C taking the car. I understand this was done at no cost to Miss C and there isn't any indication it is still faulty – so I don't think this would mean Miss C can now reject the car under the CRA. However, and in any event, there isn't persuasive evidence that this type of low value repair is more than reasonably expected wear and tear on an older car.

I appreciate that more recently the car has been diagnosed with a serious issue. Which is engine damage as a result of it not starting around June 2023. The analysis from a technician indicates this is due to the timing belt degrading and causing engine damage.

I am sorry to hear about this significant issue with the car. However, this has occurred almost two years after the car was supplied and by this point the car was around 10 years old – further lowering the expectations of durability. I also note the current mileage of the car is about 80,000 miles showing Miss C has been using it significantly (around 20,000 miles) before this diagnosis. There are also several unknowns, such as Miss C's particular use and servicing of the vehicle – and whether she would have been expected to have maintained or replaced parts (like the belt) prior to them degrading in this way. There isn't a persuasive expert report saying the car isn't reasonably durable or that the issue was caused as a result of some kind of inherent manufacturing defect.

I know Miss C has referred to a recall of this type of car, and while I acknowledge some models of this car might be impacted, I have checked and Miss C's car is not subject to a recall on the government MOT site or on the manufacturers website. Nor was a recall identified when it was taken into the dealership in the past even though part of the check is for outstanding recalls. So I am not persuaded there is some wider manufacturing fault here which Miss C's car is suffering from which has caused the engine issues she has had.

I appreciate there are other dealer invoices showing work on the car in the past but these service invoices appear to show usually expected wear and tear issues such as washers, filters, bulbs and tyres. Miss C has also mentioned things like door seals but on the face of it they also seem related to wear and tear. So I don't think this persuades me the car was unsatisfactory quality when it was supplied. And while I am aware Miss C has recently mentioned other things like the horn and wipers not working properly and being safety issues – I don't have persuasive evidence to identify these faults and show they mean the car as supplied was likely not of satisfactory quality.

I recognise there was a coolant leak identified at one point which appears to have re-occurred – but this appears to have been noticed when the car was already around a year from supply and Miss C had done almost 15,000 miles in it. Furthermore, there is nothing persuasive clearly linking this issue to the engine failure which happened later on (and which appears attributed to timing belt wear and tear).

All things considered, while I am sorry to hear about the engine problems with the car now, I do not have persuasive evidence for me to conclude that the car supplied to Miss C was not of satisfactory quality. The evidence currently points to wear and tear factoring in age and mileage of the car and the nature of individual use as being the likely cause rather than an inherent manufacturing issue of some kind.

I know this is not the outcome Miss C wants – but she is free to reject my decision if she does not accept it and pursue the matter by other means. As I have already said, SMF needs to treat her positively and sympathetically in respect of any arrears. And if Miss C has any complaint about affordability she can make this separately to SMF.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 24 May 2024.

Mark Lancod  
**Ombudsman**