

The complaint

Mr W complains that a vehicle he acquired under a hire purchase agreement financed by Startline Motor Finance Limited (Startline) was of unsatisfactory quality and complains that its original attempts at repairs had failed.

What happened

Around March 2023, Mr W acquired a used car. The car cost £10,489, was around seven and a half years old and had covered around 84,100 miles.

Shortly after there was an initial issue with one of the vehicle's diesel injectors on cylinder two and a repair was organised by Startline and the dealership involved. Around November 2023 Mr W reported experiencing issues with the car again.

Mr W explained that he later went to another garage of his choosing who suspected there was a fault with an injector on cylinder four, and Mr W paid for its replacement. On further inspection the garage deemed the engine of the vehicle damaged beyond repair, and that it required replacement. Mr W believed the previous repairs had failed and had caused the engine failure.

Mr W complained to Startline. An independent inspection of the car was arranged. The report confirmed the vehicle's faults but found them to have been a result of wear and tear, and not present at the time of supply. The inspector did not consider that Startline was liable for the required repairs and replacements. Startline did not uphold Mr W's complaint.

Mr W referred the complaint to Our Service. Our Investigator thought on balance the latest issues with the vehicle were due to wear and tear to be expected with a car of such age and mileage. Mr W did not agree and asked for an Ombudsman to issue a final decision on the matter.

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.

Where evidence is incomplete, inconsistent, or contradictory, I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances. I want to reassure both parties that whilst I may not comment on everything that's been submitted, or every individual point that has been made, I have reviewed everything. Whilst I've carefully considered all the information provided, my decision will focus on what I consider to be the crux of Mr W's complaint and the key evidence involved.

Mr W complains about a car supplied under a hire purchase agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Mr W's complaint about Startline.

We explain how we handle complaints about the quality of goods on our website. I've used this approach to help me decide Mr W's complaint. The Consumer Rights Act 2015 ('CRA') is of particular relevance to this complaint. Startline needed to ensure under its contract to supply goods to Mr W that the quality of the goods is satisfactory. The CRA says the quality of goods is 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 supply and the vehicle's history. The CRA also says the quality of the goods includes their general state and condition. It also includes things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

In practice, what this means is in determining this complaint I must decide whether the issues with the car were inherent defects that existed at the point of supply or a result of wear and tear. In doing so I take into account all of the relevant circumstances, including the age, mileage and price of the car.

It isn't in dispute here that Mr W's car developed an issue after March 2023. The job sheet provided for this initial repair suggests this happened in June 2023. This repair has been acknowledged by Startline's first final response letter, and by Mr W himself.

It also isn't in dispute that Mr W's car developed an issue around November 2023, as again this has been acknowledged by Startline, Mr W and by the independent inspection that later took place. So I don't think I need to go into much detail here, other than to say having reviewed the evidence I'm also satisfied it's clear the car developed faults in both instances.

Firstly, I need to consider the earlier fault. While we've asked both parties for information about this, the evidence provided does not produce a complete picture of the events. But I do have a copy of the job sheet for repairs that were carried out around June 2023 and emails between Mr W and the mechanic that demonstrate further work was attempted up until around mid July 2023.

I'm also satisfied that both Mr W and Startline have accepted that the initial issue was related to one of the vehicle's diesel injectors and that a repair was completed. And I'm satisfied that after mid July there is no evidence provided of Mr W stating that the problem persisted until he contacted Startline's mechanic again around November 2023 when he was experiencing the second fault.

Thinking about this, even if I found the car was of unsatisfactory quality at the point of supply due to this earlier fault, a repair is one of the remedies available to Mr W under the CRA. From the job sheet I've seen, it appears Mr W didn't pay for this repair. This means Mr W's rights under the CRA would broadly have been met. And so Startline doesn't need to take any further action on this individual point.

Considering the second fault in isolation, when it was reported Mr W had had the car for around seven months. I'm unsure how many miles it had covered at the point the fault started to develop, but I am satisfied from the evidence available that it had covered over 15,000 miles since Mr W got it at the point the independent inspection took place.

I understand that Mr W disputes this figure – he's explained that he generally used it to commute on a roughly 30-mile route. But on balance I'm satisfied that the roughly 15,000-mile figure is most likely to be accurate, given the record from the point of supply, the mileage figures provided by the independent inspection and the original job sheet record

from the first repair. I'm also satisfied that the vehicle was approaching eight years old at the time of the second fault.

So, Mr W drove the vehicle for roughly 15,000 miles before experiencing the engine failure. Given the mileage here, I think unless there is persuasive evidence to the contrary, which I don't think there is, it's unlikely the fault was present or developing at the point of supply. And I think a reasonable person would consider it to have been durable considering the distance it travelled in such a relatively short period of time.

But it wouldn't be fair to consider the second fault in isolation. As it's not in dispute that the car also developed a fault earlier. As above, this was repaired, but Mr W explains that it is his belief that the later fault is directly linked to the original one.

If the latest fault can be shown to be linked to an earlier failed repair which occurred shortly after Mr W got the car, I'd be satisfied that this may then point to an underlying fault which was never put right. This would then mean the car may not have been of satisfactory quality when supplied. So, the key question I now need to answer for this complaint is whether the original fault that occurred was the same, or linked to, the fault that started around November 2023.

I've then looked at the evidence provided by Mr W regarding the second reported fault – unfortunately he's not been able to obtain a job sheet containing the injector replacement costs he incurred when taking the car to his chosen garage for an attempt at repairs. But Startline's own mechanics have confirmed that on receipt of the vehicle they could see a diesel injector had been replaced by another garage on cylinder four. And our Investigator has confirmed this was the case over the phone with Mr W's chosen garage. So, I'm satisfied on balance that Mr W had a different diesel injector replaced.

I can also see that this did not resolve the issue as both mechanics subsequently identified the overall engine failure in November 2023. Our Investigator's call with Mr W's chosen garage confirmed its opinion was that the issues were likely due to wear and tear. Mr W has also been able to provide part of an email chain between himself and Startline's mechanic. Whilst these emails are helpful for tracking the timeline of events and details about the issues none of the evidence provided by Mr W persuades me that the two faults were directly linked.

I've then considered the independent inspection, it states:

"We would conclude that we did observe a fault in the form of the number 4 piston lands cracked between the top two compression rings and excessive scoring on the number 4 cylinder bore. This would be consistent with wear and deterioration on the piston material.

We note from the information provided in our instructions that the vehicle has covered 15,871 miles over a period of 60 days we would advise that in our engineering perspective that this fault would not have been developing at the point of sale."

It goes on to reiterate that 'the condition was not present or in development at the point of sale' and that 'the fault would not be unexpected on a vehicle of this age and mileage.' The report doesn't state that the engine failed due to any issue with an injector. And, the injectors replaced were on different cylinders. So I'm satisfied that the evidence does not persuade me that the two faults were directly linked, or that the second fault was present or developing at the point of supply.

I've considered all of the available evidence carefully, including what Mr W has said. Having done so, I haven't been shown enough to persuade me that the fault that resulted in the engine failure is the same underlying issue that Startline originally issued repairs for. I say this as the initial repair was for an injector on cylinder two, but the report explains the engine failed due to problems with cylinder four. I haven't been presented with anything that makes me question the validity of this conclusion.

It's important to reiterate that Mr W has had use of the vehicle for approximately 15,000 miles. I understand that Mr W feels strongly that the original repairs ordered by the dealership must not have been satisfactory. But on balance I'm satisfied that it appeared to resolve the issue that Mr W was experiencing with the car at that time because he was able to drive the car and travel around 15,000 miles after the point of supply. Based on the engineer's comments, if the repairs weren't satisfactory or if the fault was present or developing at the point of supply I don't think Mr W would have been able to continue to drive the car for the length of time or distance that he did without further issues and faults being apparent.

And so, I'm satisfied that it's most likely the second issue occurred due to wear and tear, rather than being linked to the earlier issue. And, as explained previously, I think its most likely this fault was not present or developing at the point of supply. I also think a reasonable person would consider the car to have been durable, given it was able to travel a further 15,000 miles.

As such I'm satisfied that the faults which occurred in November 2023 do not mean the car was of unsatisfactory quality at the point of supply.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 November 2024.

Paul Clarke
Ombudsman