DRN-6030801

The complaint

Mr G complains that the car he acquired through Marsh Finance & Commercial Limited ("Marsh") wasn't of satisfactory quality. He says the car is faulty and it took more than three months for an engineer to visit.

What happened

Mr G entered into a hire purchase agreement in April 2024 to acquire a used car. The cash price of the car was £15,495, and the total repayable was £21,146.48, and was to be repaid through the credit agreement which was set up over a 48-month term with monthly payments of £419.51. At the time of acquisition, the car had already been driven just under 50,000 miles and was nearly eight years old.

Mr G told us:

- The car's turbo needed replacing just after the warranty had expired, and he paid for this and associated repairs at the supplying dealership;
- the repairs were not completed correctly, resulting in further faults with the car that were evidenced by the continuous illumination of an engine management light;
- he paid for diagnostics at a specialist garage, and this confirmed the errors and mistakes that had been made when the repairs had been completed previously;
- he complained to the supplying dealership and to Marsh, and it sent an engineer to inspect the car – this took more than three months – and they reported that the car was fine and fit for purpose;
- the faults have caused him and his family stress, and he's spent money on fuel, taxis and buses each time he's attempted to collect the car.

Marsh rejected Mr G's complaint about the quality of the car it had supplied. It said it hadn't seen any evidence that the problems with the car were present or developing at the point of supply. It explained that following the independent inspection that it had paid for, there was no finding that the car it supplied had not been of satisfactory quality, and it could not be held liable for what had happened.

Our *i*nvestigator looked at this complaint and said she thought this complaint should be upheld. She explained the relevance of the Consumer Rights Act 2015 ("CRA) in the circumstances of this complaint and said that the initial repairs that were undertaken; replacement turbocharger and lambda sensor, and that Mr G had paid for, showed the car was not of satisfactory quality when it was supplied.

Our Investigator explained that these repairs, that Mr G had said were not completed correctly, were a result of faults that materialised within a few months of the car being supplied. And she said the absence of any evidence at this time to prove otherwise; she could only conclude that the faults were present or developing when the car was supplied in April 2024.

Our Investigator acknowledged that the independent engineer's report, dated May 2025, found no new or additional faults or issues with the car that would've been present or

developing in April 2024 – the report suggested that the existing issue with the DPF was a result of driving style – so she concluded there was no further evidence to say the car was not of satisfactory quality.

As our Investigator had concluded the need to replace the turbocharge and lambda sensor so soon after the car was supplied meant it was not of satisfactory quality, she asked Marsh to reimburse Mr G the costs he'd paid to have the car repaired. And she asked it to pay him some compensation in recognition of the distress and inconvenience he'd experienced over several months.

Marsh disagrees so the complaint comes to me to decide.

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 agree with our investigator, and I've decided this complaint should be upheld – and I'll explain why.

I hope that Mr G won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an *informal* dispute resolution service, and I've concentrated on what I consider to be the crux of this complaint. Our rules allow me to do that. Mr G should note, however, that although I may not address each individual point that he's raised, I have given careful consideration to all of his submissions before arriving at my decision.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr G is a regulated consumer credit agreement this Service is able to consider complaints relating to it. Marsh is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that 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 the goods. So, what I need to consider in this case is whether the car *supplied* to Mr G was of satisfactory quality or not.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Marsh can show otherwise. But, if the fault is identified after the first six months, then it's for Mr G to show the fault was present when he first acquired the car. So, if I thought the car was faulty when Mr G took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Marsh to put this right.

First of all, I'm going to address the comments made by the supplying dealership that were submitted by Marsh in response to our Investigator's review of this complaint. And, in doing

so, I'll remind Marsh that it is the supplier of the goods under this type of agreement, and so it is responsible for a complaint about their quality. Consequently, it follows that I have taken the comments of the supplying dealership as if they were made on behalf of Marsh in its role as the supplier.

Marsh through the supplying dealership suggested that Mr G may have caused consequential damage to the car by driving it home when the engine management light was illuminated. And it went on to say that it felt it a strange conclusion to reach that something failing five months after the car was supplied, could be deemed to be developing at the point of supply *"with no proof whatsoever".*

I'm going to remind Marsh and ask it to explain to the supplying dealership that under the CRA, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied. I've seen evidence in the form of job sheets / paid invoices for the repairs that were undertaken five months after supply. So in the absence of any evidence to the contrary supplied by Marsh, it's fair to assume that these repairs in September 2024 addressed faults that were present or developing when the car was supplied in April 2024.

Mr G paid for these repairs because the warranty had expired. But these repairs relate to faults that I've said were present or developing when the car was supplied, so I'm going to require Marsh to reimburse Mr G.

Next, Mr G has mentioned further issues with the car, including, but not limited to the quality of the repairs that were undertaken. In this particular case, the most persuasive evidence I have is the independent engineer's report. I say this because this third party instructed by Marsh to carry out an inspection of Mr G's car is appropriately qualified to undertake a mechanical assessment of a car and provide an independent report on their findings. And this organisation regularly produces independent reports for consumers and businesses in these sorts of situations.

From reading its report, it's clear that it was provided with an accurate background that clearly set out the issues.

In their report, the engineer said the following:

"In August 2024, a turbocharger was replaced at [garage]*, at a cost of £1,250. The vehicle was out of warranty at that time. Shortly after, the EML illuminated and there was diesel exhaust smell in the cabin.* [Garage] *subsequently fitted a new oxygen sensor for £271. After a short drive (approx. 5 miles), the EML re-illuminated. A Land Rover specialist* [name of specialist] *later inspected the vehicle and allegedly found the turbo had been poorly installed, with missing bolts and poor sealing".*

And the engineer documented their instructions as follows: *"Identify and confirm any current faults, assess whether they were present or developing at sale, confirm if they are failed repairs or general maintenance, and determine if the vehicle remains fit for purpose".*

So, I'm satisfied that the independent inspector was given accurate information and background about what needed examining and investigating.

But Mr G simply saying that the repairs were not completed to a satisfactory standard isn't enough to hold Marsh responsible for repairing the car or accepting its rejection. The legislation says that this will only be the case if the current fault(s) are a result of previous failed repairs; or if additional faults are identified, and these additional faults were present or developing at the point of supply; the car supplied was not of satisfactory quality.

The independent report went on to address this, and the independent engineer made the following points:

- *"Given the urban usage profile, it is probable that the DPF has not had adequate conditions for passive regeneration to occur (i.e. long, hot motorway runs). This is especially true for vehicles driven with a passive driving style or in stop-start conditions".*

- *"The DPF-related issues are likely the result of passive driving style and short trips, which limit opportunities for automatic regeneration. These symptoms are consistent with standard usage-related soot loading and not attributable to any inherent manufacturing or repair defect".*

- *"While there is a history of alleged poor turbo installation, at the time of inspection, no live faults or fitting concerns were evident. The engine ran cleanly, and the drive showed no mechanical weakness or safety issues".*

- *"Given the mileage covered since purchase (9,400 miles), the current issues are best described as usage-dependent emissions maintenance, typical for this class and age of vehicle".*

The report concludes:

- *"The vehicle was not unfit for purpose at point of sale".*
- *"The current faults relate to routine emissions maintenance, not premature failure".*
- *"No evidence exists to prove the supplying dealership is liable for the present EML or AdBlue warnings".*
- *"Repairs required are classified as expected general maintenance on a diesel vehicle with emissions after-treatment".*

So, on the basis of the independent inspector's conclusions; I simply cannot conclude after having the turbocharge and lambda sensor replaced that there's anything *further* that shows the car was of unsatisfactory quality when it was supplied.

Taking into account all the evidence, I'm upholding this complaint for the reasons I've already set out, and direct Marsh Finance & Commercial Limited to settle it as I've set out below.

Putting things right

I direct Marsh Finance & Commercial Limited to:

- refund the cost of repairs to the turbocharger and lambda sensor;
- pay 8% simple yearly interest on all refunded amounts from the date of payment until the date of settlement*;
- pay a further amount of £200 for any distress or inconvenience that's been caused due to the faulty goods.

*HM Revenue and Customs may require tax to be deducted from this interest. A certificate showing how much tax has been taken off must be provided if requested.

My final decision

My final decision is that I uphold this complaint and require Marsh Finance & Commercial

Limited to settle it as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 February 2026.

Andrew Macnamara
Ombudsman