

The complaint

Mrs M complains about a car supplied under a hire purchase agreement, provided by STARTLINE MOTOR FINANCE LIMITED ('SMF').

What happened

Around August 2022 Mrs M acquired a used car under a hire purchase agreement with SMF. The car is listed with a cash price of £6,653 on the agreement and was around six and a half years old. An invoice shows the mileage as 47,125 miles. Mrs M paid a deposit of £196 and was due to make repayments of £148.95 a month for 60 months.

Unfortunately, Mrs M says the car developed issues. She said around October 2022, a tyre pressure monitoring system ('TPMS') warning appeared. She said she took the car to a local garage who advised there was a leak from a tyre. The car was returned to the dealer in November 2022 for a repair, but following this Mrs M says the TPMS had a fault that meant the light kept coming on when it shouldn't. And she said the issue was not fixed despite further repair attempts at the beginning of 2023.

Mrs M then says the dealer told her to ignore the TPMS light, which led to her nearly crashing on the motorway as the tyre pressure was down. She says this meant she then didn't drive the car for around 18 months.

Mrs M said the TPMS caused the car to fail an MOT in August 2024 when she attempted to use it again. She says the dealer reset the TPMS light at this point without her permission. Mrs M then complained to SMF.

An independent inspection was carried out in October 2024. The mileage of the car was recorded as 50,432. This said, in summary, that no warnings were displayed and the car was fault free.

SMF issued its final response at the end of the same month. In summary, this noted an MOT had failed in August 2024 due to the TPMS warning light. It agreed earlier repairs had been carried out by the dealer on the TPMS, but said this was around 18 months prior. And it said the independent report hadn't noted any current faults.

SMF noted the dealer had said the TPMS may be activating due to the difference in tyre circumference of tyres on the same axle. It did not uphold the complaint.

Mrs M remained unhappy and referred the complaint to our service. She said the dealer had five opportunities to put the TPMS right but the issue kept reappearing. She said SMF hasn't allowed her to reject the car when it should've, despite her asking multiple times. And she said the mileage of the car shows it hasn't been used.

When the complaint was referred to our service, Mrs M said she drove the car again in December 2024 and explained that the TPMS light came back on and said "*the same tyre is down*". She said she had to be towed to a service station to reinflate the tyre and the car

hasn't been driven since.

Our investigator issued a view and didn't uphold the complaint. They said, in summary, that they weren't persuaded there was a fault with the car.

Mrs M was unhappy with this. She said the car should not have a faulty light and a tyre deflating.

As Mrs M remained unhappy, the complaint has been passed 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 do not think this complaint should be upheld. I'll explain why.

Mrs M 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 Mrs M's complaint against SMF.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – SMF here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description.

So, in this case I'll consider that the car was used and cost around £6,650. I suspect the mileage recorded on the invoice is incorrect as this is slightly higher than what is later noted. But, I think the car had covered roughly 46,000 miles when Mrs M got it.

This means I think a reasonable person would not have the same expectations as for a newer, less road worn car. But, I think they would still expect it to be free from anything other than minor defects and would expect trouble free motoring for at least a short time.

What I need to consider in this case is whether I think Mrs M's car was of satisfactory quality or not. The first thing I need to consider is whether the car had a fault. Having thought about this, I don't think this is as obvious as it might first appear. I'll explain why.

The first point to be very clear on is that I'm satisfied Mrs M's car was intermittently displaying a TPMS warning. I say this as this is noted by Mrs M, as well as on job sheets from the dealer, that I'll go into more detail about later. However, this does not show a fault with the car. What I need to consider is whether there was anything wrong with the TPMS, or if it was simply alerting Mrs M to an issue as it is designed to do.

I've seen a copy of what appear may be notes from the local garage Mrs M says she originally took the car to around October 2022. These state the TPMS is on, that the tyre had a leak and says it believes the fault may lie with a faulty or corroded wheel. But, these notes aren't dated, don't contain any business name and don't contain details of Mrs M's car. So, I'm not putting too much weight on this evidence

I've then seen job sheets from the supplying dealer from November 2022. The mileage is recorded as 46,345. These state:

"Seems rim is leaking causing tyre pressure warning light to go on"

"RESEAL O/S/F TYRE"

I've then seen a job sheet from January 2023. The mileage is recorded as 46,737. This states:

"CHECK TPMS LIGHT KEEPS COMING ON"

"CHECKED ALL TYRE PRESSURES WHICH WERE ALL GOOD. I RESET THE TPMS LIGHT. TOOK IT A ROAD TEST AND THE LIGHT STAYED OUT"

"ROADTEST x 3 ALL OKAY"

Later testimony from the dealer also said that it resealed the tyre again here.

I've then seen a job sheet from February 2023 the mileage isn't recorded. This states:

"CHECK TPMS ON AGAIN"

"CHECKED ALL TYRES"

"CHECKED ALL TYRE PRESSURE NOTHING ABNORMAL"

"FAULT CODES NONE FOUND"

"RESET TPMS"

Later testimony from the dealer says that it also replaced a tyre at this point.

Thinking about this history, I'm satisfied the initial job sheet from November 2022 shows that the TPMS was working as it should – the tyre appeared to have a leak and the TPMS activated. I'm satisfied this likely means a fault with the TPMS was not present at this point. I haven't seen enough to be persuaded by a likely cause of the leak. Either way, I'm satisfied a leak in the tyre wouldn't make this particular car of unsatisfactory quality.

Things are less clear cut in January and February 2023. I think the job sheets *might* show an issue at this stage, as based solely on these it appears the TPMS light was on but the tyre pressure was okay. But the dealer later said the tyre did have issues at both these points, which would point to the TPMS *correctly* displaying a warning.

Either way, it should be pointed out that at this stage, Mrs M had the car for around four months. And it was around seven years old.

Given this, and that I'm satisfied a fault wasn't evidenced before this point, even if I accepted a fault appeared at this stage with the TPMS, I don't think it's likely it was present or developing at the point of supply. And given the age and mileage of the car, I don't think a reasonable person would think this meant it wasn't durable. It follows I find this means the car would've been of satisfactory quality when supplied.

So, even if I found a fault did occur with the TPMS in January and/or February 2023, I wouldn't uphold the complaint.

I do appreciate the durability argument above could be considered somewhat finely balanced. So, it's worth explaining to both parties that even if I reached the opposite conclusion and *did* think the car was of unsatisfactory quality at this point, I still wouldn't uphold the complaint and ask SMF to take any action. I'll explain why.

Following the repair from February 2023, Mrs M says the car wasn't driven. It's difficult to verify this given the lack of information. The car didn't have an MOT in 2023, so there is no evidence at all from this period for around a year and a half. I will say however that the mileage does increase by around 4,000 miles between January 2023 and August 2024.

At this point, the car failed an MOT due to the TPMS where the mileage was recorded as 50,431. And a job sheet from around the same time states:

"tps-drivers front tyre"

"(TP 'illegible') Pressure okay and no punctures found".

I've then seen a copy of the independent inspection from October 2024. The mileage was again noted as 50,431. This stated:

"We started the vehicle from cold, the vehicle started readily with no warning lights or warning messages displayed"

"Checking the tyre pressures, they appeared to be reading correctly all the way round the vehicle."

"On road testing the vehicle, no warning lights were produced."

"At this stage, we would consider the vehicle is fault free"

An MOT was then passed in November 2024 with no TPMS issues noted.

I've thought about the evidence above. While it's clear the car failed an MOT for the TPMS there's no testimony from this to show what was seen at the time. I need to weigh this up against the independent report from not long after, which clearly states nothing is wrong with the car. And I need to consider that an MOT was then passed the following month.

I've also thought about Mrs M's own testimony here. She's clearly adamant that the TPMS has a fault. But I'm satisfied she's also frequently described the system working as it should.

For instance, she said she was told by the dealer to ignore the warning light when she said it appeared after February 2023. To be clear, I make no finding on whether this is correct. She says this then nearly led to an accident on the motorway, as there was low tyre pressure. Mrs M says this is why she stopped driving the car. But, it appears to me that if the tyre pressure was low and the light on, this means the TPMS was working.

More recently Mrs M has described the TPMS as being *"on and off continuously since we got it and tyre down on many occasions"*.

She said *"We have provided the evidence of the light being on and tyre pressure down on multiple occasions"*.

And in response to the investigator's view, she said the car shouldn't have *"a faulty light panel and a tyre constantly going down"*.

She's also provided photos showing a tyre being inflated.

Having thought about this, I'm not persuaded on balance that I've been shown enough evidence that, if the car did have a fault in February 2023, it persisted past this point. One of the remedies available to Mrs M under the CRA would've been a repair. If a repair was successful in February 2023, this would mean her rights had been broadly met.

I still think there is another point to add here. Which is that even if I did accept the car had a fault with the TPMS in August 2024, given the break of around 18 months, and lack of evidence to show the car was unused, it might be a stretch to confidently say that this was the same issue from the beginning of the previous year. And even following this, I've then not seen persuasive evidence any fault continued post the MOT in August 2024, given the contents of the report, the MOT from November 2024 and Mrs M's testimony.

I've also considered that the dealer has provided a possible explanation for the TPMS activating:

"I feel that the TPMS issue has possibly been caused by the TPMS system detecting the difference in tyre circumference on the same axle(s) and this would explain why pressures are correct when checked."

This seems to throw further doubt onto what happened here. It's again possible the car *might* have a fault with a tyre or wheel rather than the TPMS. But, there isn't firm evidence of this nor when it might have occurred.

In summary, I'm satisfied the first evidence of a *potential* issue with the TPMS is from January 2023. Given the length of time Mrs M had the car at this point, even if I accepted there was a fault, I'm not persuaded this meant the car was of unsatisfactory quality when supplied.

Even if I thought this *did* mean the car was of unsatisfactory quality, I've not then seen enough to persuade me the fault persisted past February 2023. If I then accepted a fault *had* persisted and then been shown in August 2024, there is a possibility this is not linked, given the length of time involved. And finally, I'm not persuaded the car had a fault post August 2024 anyway, due to the evidence and Mrs M's testimony.

I've thought very carefully about all of this. I've noted all of the other arguments Mrs M has raised, and I know how strongly she feels about this issue. But, I've not seen enough to persuade me this complaint should be upheld.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 6 June 2025.

John Bower
Ombudsman