

The complaint

Miss A complains that a car that was supplied to her under a hire purchase agreement with Startline Motor Finance Limited wasn't of satisfactory quality. She's being helped with her complaint by her mother.

What happened

A used car was supplied to Miss A under a hire purchase agreement with Startline that she signed in August 2022. The price of the car was £18,235, Miss A paid a deposit of £500 and she agreed to make 59 monthly payments of £444.83 and a final payment of £454.83 to Startline.

Miss A complained to Startline in January 2023 about issues with the car and it sent her its final response letter in April 2023. It said that the car had been repaired by the dealer and the dealer had offered Miss A £200 as a gesture of goodwill, which she'd declined. Miss A complained to Startline in January 2024 about further issues with the car and it sent her its final response letter in February 2024. It said that the dealer had confirmed that the fault was caused by not carrying out enough miles in the car which was causing issues with the diesel particulate filter but that Miss A had signed a disclaimer which indicated that that was fully explained to and understood by her.

Miss A complained to Startline in June 2024 about other issues with the car and it sent her its final response letter in July 2024. It said that it had requested that she supply evidence to show that the faults were present or developing at the point of sale or as a direct result of a failed repair authorised by it or the dealer, but it hadn't received the requested evidence so it was closing her complaint.

Miss A then complained to this service in November 2024 and two separate complaints were set up – the first in relation to the issues dealt with in Startline's April 2023 and February 2024 final response letters and the second in relation to some of the issues about which Miss A had complained to Startline in June 2024. Miss A hadn't made the payments due under the hire purchase agreement so Startline terminated the agreement and the car was repossessed from Miss A and sold at auction.

The complaints were looked at by one of this service's investigators who said that Miss A's complaint about the issues dealt with in Startline's April 2023 and February 2024 final response letters weren't ones that this service has the power to consider as she was out of time to refer that complaint to this service. The first complaint was then closed.

Having looked at the relevant evidence in relation to the other issues about which Miss A had complained to Startline in June 2024, the investigator didn't recommend that the second complaint should be upheld. He said that he hadn't seen sufficient persuasive evidence to support that the car was faulty at the point of supply.

Miss A didn't accept the investigator's recommendation so I've been asked to issue a decision on the second complaint. Miss A's mother says that they've got invoices from the start of the issues with the car and that they were advised in October 2024 to reject the car.

She says that Miss A just wanted a fit for use car and this has been a nightmare for her.

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.

In this decision I'm only considering the issues about the crank case breather leaking oil, the cracked diesel particulate filter and the timing chain needing replacement, about which Miss A had complained to Startline in June 2024. I'm not considering the issues dealt with in Startline's April 2023 and February 2024 final response letters or any issues about the termination of the hire purchase agreement and repossession of the car.

Startline, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss A. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss A was first registered in October 2015 so was nearly seven years old, the hire purchase agreement shows that the car had been driven for 49,945 miles and the price of the car £18,235.

It's clear that there were some issues with the car and Miss A complained to Startline about those issues in January 2023 and January 2024. Those no reference in either of those complaints to the crank case breather leaking oil, the diesel particulate filter being cracked and the timing chain needing to be replaced. Those issues weren't reported to Startline until June 2024, 22 months after the car was supplied to Miss A.

Startline says that it asked Miss A in June and July 2024 to supply evidence to show that those faults were present or developing at the point of sale or were as a direct result of a failed repair authorised by it or the dealer. It said in July 2024 that it hadn't received the requested evidence so it was closing her complaint.

The car had passed an MOT test in July 2022, before it was supplied to Miss A, and its mileage was recorded at that time as 49,944 miles. The car then passed an MOT test in August 2023 when its mileage was recorded as 56,944 miles and one of the job cards shows that the car's mileage in November 2023 was 58,628 miles. That shows that the car had been driven for more than 8,600 miles between August 2022, when the car was supplied to Miss A, and November 2023. I don't consider it to be likely that the car could have been driven for more than 8,600 miles if the crank case breather was leaking oil, the diesel particulate filter was cracked and the timing chain needed to be replaced.

I don't consider that the issues identified in the job cards, about which Miss A complained to Startline in June 2024, are enough to show that the car wasn't of satisfactory quality when it was supplied to Miss A. The car has been repossessed and sold at auction so an independent inspection of the car isn't now possible.

I'm not persuaded that there's enough evidence to show that the issues about which Miss A complained to Startline in June 2024 caused the car not to have been of satisfactory quality when it was supplied to her. I've seen no evidence to show that Miss A was advised in October 2024 to reject the car and to stop making the payments due to Startline under the hire purchase agreement. The hire purchase agreement has been terminated and the car has been repossessed so it would no longer be possible for Miss A to reject the car. I find that it wouldn't be fair or reasonable in these circumstances for me to require Startline to reduce or write-off any amount owed to it by Miss A, to pay her any compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Miss A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 23 September 2025.

Jarrold Hastings
Ombudsman