

The complaint

Miss D complains that a car that was supplied to her under a hire purchase agreement with Startline Motor Finance Limited wasn't of satisfactory quality and about the amount of interest payable under the agreement.

What happened

A used car was supplied to Miss D under a hire purchase agreement with Startline Motor Finance that she electronically signed in March 2024. The price of the car was £10,687, Miss D paid a deposit of £717.59 and she agreed to make 59 monthly payments of £263.85 and a final payment of £273.85 to Startline Motor Finance.

Miss D complained to Startline Motor Finance in November 2024 about a petrol smell in the car and said that separate garages couldn't locate the cause of the smell. It said that the responsibility lay with Miss D to provide evidence that the fault was present or developing at the point of sale and it hadn't received the information that it required from her so was closing her complaint. She then complained to Startline Motor Finance that the warranty for the car had been mis-sold to her. It said that a complaint in relation to the warranty would have to be brought up with the dealer or the warranty company because the warranty is a totally separate agreement from the finance agreement.

Miss D wasn't satisfied with its response so complained to this service about those issues and about the amount of interest payable under the hire purchase agreement. Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He wasn't persuaded that there was something wrong with the car as he said that the issues identified on the two receipts that Miss D had provided were general maintenance. He was satisfied that the hire purchase agreement clearly set out the amount that Miss D was borrowing, the interest rate, the term of the agreement, the total interest charged and the total amount she would pay back.

Miss D didn't accept the investigator's recommendation and has asked for her complaint to be considered by an ombudsman. She says that she wasn't sold a car but was sold a debt and the APR means that the only parties gaining a favourable outcome are the dealer and Startline Motor Finance. She also says that the APR is unreasonable, the sales invoice was confusing, Startline Motor Finance should be responsible for the warranty and it's not reasonable to expect the issues that she's experienced with the car. She's also raised a concern about the commission paid by Startline Motor Finance to the dealer.

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.

Startline Motor Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss D. 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 D was first registered

in April 2018 so was nearly six years old, had been driven for 45,565 miles and had a price of £10,687. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on a number of factors.

The car passed an MOT test with no advisories in March 2024, before it was supplied to Miss D, and its mileage was recorded as 45,565 miles. She complained to Startline about a petrol smell in the car in November 2024 and she paid £191.87 to a garage in December 2024 for a new fuel filter, a fuel system cleaner and some work on the car's brakes. She returned to the garage in January 2025 and paid £120.11 for new front brake pads to be fitted. The car's mileage is shown on the receipt as 55,739 miles, so more than 10,000 miles more than when the car was supplied to her. I don't consider that it's unreasonable to expect the brake pads on a car to need to be renewed after eight months of use and the car having been driven for more than 10,000 miles in that time. I consider that the issues that Miss D has experienced are the routine costs of running a car and I'm not persuaded that those issue cause the car to be faulty. The car passed an MOT test in April 2025 when it's mileage was recorded as 60,591 miles and I'm not persuaded that Miss D has provided enough evidence to show that the car wasn't of satisfactory in March 2024 when it was supplied to her.

The dealer provided Miss D with its standard twelve month warranty. That isn't something with which Startline Motor Finance was involved, and there's no reference to the warranty in the hire purchase agreement, so I'm unable to consider a complaint about the warranty. As Startline Motor Finance correctly said, any issues that Miss D has about the warranty should be raised with the dealer or the warranty company.

Miss D says that the dealer's invoice is confusing. That isn't something for which Startline Motor Finance is responsible and any issues with the dealer's invoice should be raised with the dealer. The invoice shows that the finance amount to be provided by Startline Motor Finance was £9,969.41, and that's the amount of credit that Startline Motor Finance provided to Miss D under the hire purchase agreement.

Miss D electronically signed the hire purchase agreement and agreed to be legally bound by its terms. The agreement clearly shows the interest rate (both as a fixed annual rate and an APR), the total charge for credit (which is the interest payable), the total amount payable and the number and amount of the monthly payments. Miss D had a responsibility to read the agreement and to ensure that it correctly set out the deal that had been agreed before signing it, even if she was only signing it electronically. If she wasn't happy with the terms of the agreement she shouldn't have signed it and should have raised any issues with the dealer or Startline Motor Finance before signing the agreement. I'm not persuaded that the hire purchase agreement was mis-sold to Miss D by Startline Motor Finance in these circumstances.

In her response to the investigator's recommendation, Miss D raised a concern about the commission paid by Startline Motor Finance to the dealer. That wasn't part of the complaint that Miss D made to Startline Motor Finance or to this service so I'm unable to consider it as part of this complaint. If Miss D wants to complain about the commission, if any, that Startline Motor Finance paid to the dealer she should complain to Startline Motor Finance about that issue and then, if she's not satisfied with its response, she may be able to make a separate complaint to this service.

Miss D said in her complaint form that she wants to hand the car back so that she doesn't suffer any more negative financial consequences. I appreciate that my decision will be disappointing for Miss D, but I'm not persuaded that there's enough evidence to show that Startline Motor Finance has acted incorrectly in these circumstances. I find that it wouldn't be

fair or reasonable for me to require Startline Motor Finance to allow Miss D to reject the car, to reimburse her for the costs that she's incurred, to pay her any other compensation or to take any other action in response to her complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 6 October 2025.

Jarrold Hastings

Ombudsman