

The complaint

Miss M complains that a car supplied to her under a hire purchase agreement with STARTLINE MOTOR FINANCE LIMITED (SMF) is of unsatisfactory quality.

What happened

In December 2023, Miss M entered into a hire purchase agreement with SMF to acquire a used car. The car was around Seven years and eight months old, with a mileage of around 53,799. The cash price of the car was £7,970.00, with a deposit of £752.00 paid. The total payable on the agreement was £12,202.80. This was to be repaid by 59 monthly payments of £190.68 with a final repayment of £200.68.

Miss M explained that her vehicle had broken down in April 2024, the circumstances of which have been complained about previously. Following this breakdown and repair, Miss M said she finally received her car back in August 2024, only for it to breakdown again in November 2024. Following the second breakdown, Miss M explained she eventually had to pay over £1,000.00 for repairs or replacement to the exhaust system and catalytic converter. Miss M complained to SMF about this, as it hadn't been long since she'd received her car back from being repaired.

SMF didn't uphold the complaint. In its final response, SMF said that there was an independent expert report carried out after the first breakdown, in which it stated the damage to the exhaust was due to wear and tear. Overall, SMF didn't uphold the complaint as it didn't think there was any evidence that the issues needing repair now were present or developing at the point of sale.

Miss M was unhappy with this, so brought her complaint to this service, where it was passed to one of our investigators. The investigator didn't uphold the complaint. They explained that there was no evidence the upstream oxygen sensor or exhaust system had a fault making it of unsatisfactory quality at the time of supply and that the damage is likely due to regular wear and tear. Miss M disagreed with this and explained that she'd not been able to drive the car for much of the time she's owned it, so she couldn't have caused the wear and tear. This didn't change the investigator's outcome, as such, I've been asked to review the complaint and make a final decision.

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.

Miss M acquired a car under a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Miss M's complaint about SMF. SMF is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory, fit for

purpose and as described". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering 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 consider might include things like the age and mileage at the time of sale and the vehicle's history.

In this case, Miss M acquired a car that was around seven years and eight months old and had travelled around 53,799 miles. As this was a used car with this mileage and age, it's reasonable to expect parts may already have suffered significantly more wear and tear when compared to a new car or one that is less travelled and is likely to have been priced with such factors in mind. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I've reviewed the available evidence about the issues Miss M experienced with the car. Based on what I've seen, I'm satisfied that there was a fault with the exhaust and other parts. I say this because neither SMF nor Miss M dispute the vehicle had issues with the exhaust, and that this required repair. I've also seen an independent inspection report confirming exhaust issues and an invoice showing replacement parts for an exhaust and an upstream oxygen sensor.

Having considered the car had a fault, I've then considered whether it was of satisfactory quality at the time of supply.

As a note, this decision will focus solely on the issues Miss M experienced in November 2024, and then raised about the vehicle, however I may need to comment on events that happened prior to this for context and evidence.

Miss M explained she suffered a breakdown in November 2024, and this was only after receiving the car back in August 2024. So, I acknowledge why Miss M was so unhappy with this.

For me to be persuaded there was an issue with the exhaust or upstream oxygen sensor at the point of sale, it can be useful to rely on independent inspection reports, invoices and other evidence provided about the issues.

I can see that a report was provided as part of the previous issues Miss M suffered in April 2024. This report specifically comments on the exhaust. It states that the exhaust is noisy and the exhaust flexi clamp was leaking, giving an abnormal noise, but not causing any of the faults. The report also states no evidence of overheating and the vehicle passed a combustion gas leak test.

The inspector, having considered all of the information about the car as part of the inspection believes that the faults showing with the exhaust and drive shaft were wear and tear that have developed since purchase of the vehicle, meaning the vehicle was of satisfactory quality in these aspects when it was supplied. The report does not comment specifically on the catalytic converter or upstream oxygen sensor.

I acknowledge why Miss M believes she hasn't caused the wear and tear to the exhaust and sensor, particularly as she was without her vehicle for some time. However when deciding if a vehicle was likely of satisfactory quality when it was supplied, I need to take into account the vehicle's age, mileage, price and history as relevant factors.

The vehicle had already travelled around 53,799 miles when it was supplied, and had travelled 57,200 miles when it was inspected, the car was then recorded as having travelled

59,869 miles on the repair invoice in December 2024. The car was also almost eight years old when Miss M acquired it. I find it reasonable that the age, mileage and condition of the car are likely to have been reflected in its price when advertised. A less road worn car, or younger car may well cost less, and come with higher expectations around the type of maintenance required in a customer's possession.

Keeping in mind the life expectancy of the parts that have failed around the exhaust and the upstream oxygen sensor, the inspection report also confirms in relation to the exhaust, that the faults have developed after the sale as wear and tear. As I've explained, I acknowledge why Miss M feels strongly that she hasn't been able to cause the wear and tear due to the time she was without her vehicle, but when the repairs were carried out, the vehicle had travelled almost 60,000 miles, and around 6,070 of these were after Miss M acquired the car. I appreciate she may not have expected to need to carry out these repairs when she did, but I have nothing to show they have failed unreasonably early, and I am persuaded that these issues are related to the overall wear and tear during the life of the vehicle including after she'd acquired it meaning they could be expected to be maintenance related considering the age and mileage of the vehicle meaning I'm not persuaded these were faults that made the vehicle of unsatisfactory quality when it was supplied.

My final decision

I do acknowledge why Miss M feels the way she does about the liability for the repairs that were needed, however, for the reasons I've explained, I do not uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 2 October 2025.

Jack Evans
Ombudsman