

The complaint

Miss J complains STARTLINE MOTOR FINANCE LIMITED (Startline) provided her with a car under a hire purchase agreement which wasn't of satisfactory quality.

What happened

Miss J took out the hire purchase agreement with Startline on 10 October 2024 in order to acquire a used car. The cash price of the car was £8,745. Miss J paid a deposit of £1,000. The duration of the agreement was 47 months and Miss J was to pay 47 repayments of £252.42 and a final repayment of £262.42. The total amount payable under the agreement was £13,126.16. The car was first registered on 30 October 2015, and it had travelled around 80,000 miles.

Miss J took the car to a local garage because she had experienced issues with it stalling. The garage issued a report on 27 November 2024. It confirmed it had inspected the vehicle and noted the clutch was excessively worn, there were issues with the flywheel, the brakes had slight corrosion, and the tyres needed replacing. Miss J also said there was a fault with the start/stop which required checking.

Miss J contacted Startline to complain about the quality of the car on 3 December 2024. Startline arranged for the dealership to inspect the vehicle in February 2025. The dealership explained it could not confirm the reported faults and therefore did not complete any repairs to the vehicle. So, Startline arranged for an independent engineer's report which was issued on 20 February 2025. The report found there were no faults with the vehicle and confirmed the car was in a fit for purpose condition.

Startline issued a final response to Miss J's complaint on 5 March 2025. It said no fault had been found by the dealership garage or the subsequent independent engineer. So, it did not uphold the complaint.

Miss J remained unhappy and asked our service to investigate. Our Investigator looked into things and explained why she felt the car was of satisfactory quality when it had been supplied to Miss J.

Miss J didn't agree with our Investigator's findings. In summary, she said:

- She has provided a copy of an invoice from 1 March 2025 which confirmed the work carried out on the clutch fault. She had to pay £1,455 to repair the clutch and flywheel. She explained she was told by the mechanic that it could not have been wear and tear and is likely to have been faulty at the point of sale. Additionally, the garage she took the vehicle to confirmed the issues.
- She said she had no choice but to pay for the necessary repairs because she had been spending a lot of money on taxis and couldn't wait any longer. She said she informed Startline of this, but it told her not to contact her again about the car because of the complaint which had been referred to us.

Therefore, 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Startline is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 is of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that "the quality of goods is satisfactory".

The Consumer Rights Act 2015 says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account 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 take into account might include things like the age and mileage at the time of sale and the vehicle's history.

The Consumer Rights Act 2015 (CRA) says the quality of 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 goods.

My starting point is that Startline supplied Miss J with a second-hand car that was about nine years old and had travelled around 80,000 miles. Miss J also agreed a purchase price less than the new price of a car like this. It is fair to say that a reasonable person would expect such a car to have suffered notable wear and tear and would certainly be less durable and more at risk of possibly costly repairs and maintenance.

Was there a fault?

I have seen an invoice from a repair garage dated 27 November 2024. At this point, the reported mileage was 80,585. The report confirmed:

"Clutch excessively worn and beginning to slip possibly requires flywheel depending on wear requires immediate replacement. All tyres dot code 3515 Tyres almost ten years old and required replaced. Front & rear brakes slightly grinding – require cleaning."

It noted the brake discs had some slight corrosion and recommended inspection and cleaning of the discs and pads. It also reported a problem with the stop/start. Based on its findings it recommended to renew the clutch assembly, the flywheel and all four tyres. I've reviewed the independent engineer's report issued on 20 February 2025. It confirmed it had inspected the car in light of the previous report, but noted no faults were found and the car was stated to be in a reasonable condition. It stated the tyres had sufficient tread, there were no engine noises and it found no problem with the stop/start function on the vehicle.

I've also seen an invoice dated 1 March 2025, which confirmed Miss J paid for the clutch to be repaired. The cost was £1,445. The repairs invoice confirmed replacement of faulty

flywheel. The description for the labour carried out included: *“faulty flywheel; excessive movement; faulty clutch; release plate; engraving from master cylinder and bearings excessive play.”*

Having reviewed the information, I'm satisfied there seems to have been a problem with the car particularly in respect of the flywheel and clutch. The evidence doesn't persuade me there was a fault with the brake discs and pads, the stop/start or the tyres. This wasn't identified in the independent engineer's report and isn't included on the later invoice. In any event, it seems the brake discs required cleaning, and I think some slight corrosion would be reasonable in a car with this age and mileage. These are wearing parts.

Was the car of satisfactory quality?

Although I have identified there seems to have been a problem with the car in respect of the clutch and flywheel, I need to consider whether this was present and developing at the point of sale and whether this made the car of unsatisfactory quality when it was supplied. I should note a car of this age and mileage might need maintenance or repairs sooner because of reasonable wear and tear. So, even where there are problems with a car, it wouldn't necessarily mean it was of unsatisfactory quality if those problems were because of reasonable wear and tear.

Firstly, I have reviewed the report dated 27 November 2024 provided by the first garage. It explained there was excessive wear to the clutch, and it might require a replacement flywheel depending on the wear. Having reviewed what is set out in the report, I don't think there is anything about the issues identified here which are surprising in a car which has travelled over 80,000 miles. The report also specifically refers to the wear of the vehicle rather than what might be described as an inherent fault.

Moreover, Startline referred the garage's findings to the dealership who couldn't find a fault. Subsequently, it commissioned an independent engineer's report which was issued on 20 February 2025. The engineer is an expert and acts independently. Their overriding duty is to the court. So, it's reasonable for me to consider the findings in the report when reaching my decision.

At this point the car had travelled 80,962 miles. The vehicle was road tested for approximately three miles using all six forward gears and reverse. It stated the clutch operation and performance during the road test provided no cause for concern and the start/stop system operated correctly. It said there was no evidence of the reported faults being present at the point of sale. It confirmed it had considered the faults as reported by Miss J, but that the inspection did not reveal any faults which would be considered premature or that would render the vehicle unfit for purpose. So, it seems from the report the car was in a condition which was to have been expected.

Additionally, I note the car had passed its MOT shortly before it was supplied to Miss J. This was on 19 August 2024 when the car had completed 79,909 miles. Although an MOT won't always speak to whether a car is of satisfactory quality, what it tells me in this case is that the car was likely to be roadworthy and safe to drive. I note Miss J only had it for a short period before reporting the issues with stalling and having them investigated but she stills seems to have travelled around 500 miles before taking it to the garage. It had also travelled around a further 400 miles when the independent report was issued on 20 February 2025.

I have seen a copy of the invoice provided by Miss J and which stated a clutch fault had been repaired. I've also considered what Miss J has said about the mechanic explaining she'd be able to recover the costs of the repair and that it couldn't have been wear and tear. However, I have weighed up all of the evidence which is available to me. Having done so, on

balance, I can't be satisfied from the evidence there was an inherent fault present or developing at the point of sale.

I've thought about the parts which were replaced including the clutch kit and dual mass flywheel. These can be described as wearing parts which means there is a greater likelihood they might need maintaining or replacing the more mileage a car covers. The durability of these parts is variable and can be affected by many conditions including driving style. Whilst I acknowledge such components may last longer, I don't think it's unreasonable to expect them to require replacement at over 80,000 miles. This suggests to me that the repairs were as a result of reasonable wear and tear rather than an inherent fault with the vehicle which was present or developing at the point of supply, or because the car wasn't sufficiently durable.

I appreciate Miss J will be considerably disappointed by the outcome I've reached, and I acknowledge the repairs have come at significant cost to her. However, weighing up all the evidence I have, it seems the problem with the car was as a result of reasonable wear and tear. This isn't unusual for a car which is around nine years old and has travelled over 80,000 miles. For these reasons, I'm unable to conclude the car was of unsatisfactory quality at the point it was supplied. So, I won't be asking Startline to do anything to resolve this complaint.

My final decision

For the reasons outlined above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 28 July 2025.

Laura Dean
Ombudsman