

## **The complaint**

Miss W complains that the car she acquired from Startline Motor Finance Limited (“Startline”) was of unsatisfactory quality.

## **What happened**

Miss W entered into a hire purchase agreement with Startline in May 2024 to acquire a used car. The car was around nine years old and had covered approximately 69,000 when it was supplied. Miss W initially complained that the car had an oil leak and was making strange noises. A complaint was raised with Startline, and the supplying dealership took the car back to carry out some repairs.

Startline issued a final response letter on 5 October 2024, upholding the complaint and confirming that repairs had been completed so the complaint was resolved in their eyes.

Miss W didn’t agree and advised that she was still having issues with the car. Startline asked her to get an independent report, and she provided a brief email from a local garage in November 2024, which didn’t have a lot of detail or discuss causes of any faults. On this basis, Startline decided to instruct an independent engineer to examine the car for them. This report was carried out in December 2024, and confirmed the car has now covered a little over 75,000 miles.

They looked for any suspension issues, oil leak issues and checked the steering. Other than some excessive sealant present on the sump pan, they felt the car was in reasonably good condition. This included taking the car for a short test drive, and they felt none of the issues discussed would have been present or developing at the point of sale.

On this basis, Startline sent a further final response letter in January 2025 not upholding the complaint. Miss W brought the complaint to our service shortly after this, and an investigator here looked at the complaint and partially upheld it. They felt that Startline could have dealt with Miss W better, particularly her concerns about the excessive sealant, so they said Startline should pay a £50 distress and inconvenience payment. But they didn’t uphold the complaint issues about the quality of the car.

Startline accepted this view, but Miss W didn’t agree with this and asked for an Ombudsman to make a final decision. She said the car had had problems since the day she acquired it, it would fail an MOT because of the oil leaks and the worn suspension, the strut mount was seized making turning the steering wheel near impossible, bringing safety into question, and the exhaust was loose and making noises. She said it wasn’t safe to drive.

Miss W has also told us she’s suffered with her mental health and not been able to work because of the stress caused by this issue. The case has come to me for 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Miss W was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Startline are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Startline can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Miss W to show it was present when the car was supplied.

So, if I thought the car was faulty when Miss W took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Startline to put this right

I empathise with Miss W's mental health issues and the stress caused, but I'm afraid this is only relevant to this complaint if Startline can be shown to have supplied a car that is of unsatisfactory quality. There's no argument from either party here that the car had an oil leak, and repairs were carried out. But this is a car that's over nine years old and has covered approximately 70,000 miles, so a problem like an oil leak would really be something to be expected of a car of this age and mileage. It's a wear and tear issue, but as it presented early in the agreement, I was glad to see Startline had it repaired.

Miss W has said the car was unsafe to drive, due to steering faults, but the independent inspection carried out has found no evidence of this. The engineer took the car on a test drive, and tested the steering wheel full turn and said it was fine. The engineer recognised there was a pull to the right noted on the steering, but the steering self-centred correctly and there was no juddering or vibration. The report says the steering probably needed a slight adjustment, which reading between the lines, may just have been a small change to the alignment or tracking.

These are things which commonly affect cars of all ages, and don't make this car of unsatisfactory quality. I note that the garage Miss W took the car to in November 2024 said they felt "the top mount was seized and was creaking when the steering is turned". But there was no diagnosis of the cause, or repairs that might be needed. A month later when the independent engineer has inspected the car, they've found no evidence of this issue.

An independent engineer understands the responsibility on them to look for issues, and where possible diagnose them, as well as give an opinion on whether the issues may have been present or developing at the point the car was supplied. This is key to any complaint about a used car, because just because something is wrong with the car, if it wasn't wrong when the car was supplied, it doesn't necessarily make the car of unsatisfactory quality.

I give more weight to the independent engineer report from December 2024, which is comprehensive, has looked for several reported issues, and concluded that in general, the car is of good quality. It says the suspension is fine as well as the exhaust, there are no significant issues with the steering or oil leaks, and nothing else highlighted of concern.

Miss W feels the car would have failed an MOT and was unsafe for several reasons, but there is no evidence of this unfortunately. She's been able to cover around 6,000 miles in the six months or so before this complaint was raised, which is above average mileage, so I can't say that the issues with the oil leak or anything else have caused any significant problems to her use of the car.

As a service, we are evidence based. I empathise if Miss W didn't feel the car was safe, but there isn't any persuasive evidence to back this up. The evidence available says that the car was broadly fine. There were a few niggles, the kind of things I'd expect with a car of this age and mileage, but nothing which made the car of unsatisfactory quality or unsafe.

The car was nine years old and had covered 69,000 miles when supplied. A used car of this age/mileage is likely to have parts which are beginning to wear out and need repairs or maintenance fairly quickly. This is part of owning a car, and the CRA doesn't expect a used car to have no wear and tear issues. In this case, the issues raised by Miss W sound like the sorts of things which are to be expected in a car of this age and mileage. As such, I don't think the car was of unsatisfactory quality when supplied.

I was sorry to hear that Miss W subsequently stopped making payments and the agreement was terminated. The circumstances of this don't form part of this complaint however, so I won't comment further in case Miss W decides to complain separately about this.

Finally, the investigator here said that Startline should make a payment of £50 to Miss W for the distress and inconvenience caused from Startline not recognising or responding to the oil leak repairs not being completed properly and leaving excessive sealant on the sump pan. Whilst I understand this finding, and agree with it, I can also see that it upset Miss W to be offered £50, when she wanted a far more significant finding that the car was of unsatisfactory quality.

They are separate issues, and I can't say that either answer is wrong. Startline could have done a little more here to recognise this specific issue in their FRL so £50 is a fair amount to recognise this failing. Startline accepted the investigator finding on this and on that basis, I'm not persuaded I should recommend anything different. But with regards to the car, I am persuaded that it was of satisfactory quality when supplied, so I won't be asking Startline to do anything further about that.

### **Putting things right**

Startline should pay Miss W £50 to recognise the distress and inconvenience caused as described above.

### **My final decision**

I am partially upholding this complaint as described above but not upholding the satisfactory

quality complaint about the car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 30 July 2025.

Paul Cronin  
**Ombudsman**