

The complaint

Mr O says a finance agreement he signed up to with STARTLINE MOTOR FINANCE LIMITED (Startline) was misrepresented to him.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

Mr O took receipt of a car in March 2023. He financed the deal through a hire purchase agreement with Startline and the deal was brokered by a company I will call 'C'.

In February 2025 Mr O complained to Startline. He said he'd been informed that the agreement was to run for 48 months and had now realised it would run for 51.

Startline didn't think they'd misrepresented the agreement. They explained that the original quotation provided to Mr O by the broker was for a 48-month term but that had been produced on the basis of a 'dummy vehicle' and when the correct vehicle was quoted they had provided all of the correct documentation on the advised, extended quote.

When Mr O referred his complaint to this service our investigator thought Startline's explanation was reasonable but as Mr O disagreed, his complaint has been passed to me, an ombudsman, to make a 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.

I know it will disappoint Mr O, but I agree with our investigator's view and for broadly the same reasons. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr O entered into a hire purchase agreement with Startline to fund a car. As that is a regulated consumer credit agreement our service is able to look into complaints about it.

Under section 56 of the Consumer Credit Act 1974 (CCA) any negotiations conducted by the broker on behalf of the finance company is treated as if Startline themselves conducted those negotiations. Any representations or omissions made by the broker could, therefore, be fairly attributed to Startline under section 56.

If the broker provided a false statement of facts and if that false statement meant Mr O wouldn't have proceeded with the deal had it not been for that false information, I would think the deal had been misrepresented to him and I'd ask Startline to take some action to put things right.

I'm not persuaded here that Mr O was likely to have been given a false statement of facts. While it's not disputed that the original quotation was on the basis of 48 months that quote wasn't provided on the basis of the car Mr O eventually selected. I think it could have been envisaged by Mr O that there would, therefore, be some changes in the final agreement he was asked to sign and that it was fair to expect him to check the finance agreement to ensure it was what he was expecting. There's no dispute that the final finance agreement did set out the 51-month term. That was clearly stated on the first page of the agreement that Mr O was asked to sign to say he'd read. Startline have explained that Mr O was also presented with Pre-Contract Credit Information and that, as standard, would also have set out that 51-month term. On that basis I don't think it would be fair to suggest this agreement has been misrepresented to Mr O and I'm not asking Startline to take any action.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 12 September 2025.

Phillip McMahon
Ombudsman