

## The complaint

Mrs G complains that a car supplied to her by Startline Motor Finance Limited (Startline) under a hire purchase agreement isn't of satisfactory quality.

## What happened

In October 2024, Mrs G took out the hire purchase agreement with Startline. The cash price of the car, which was around nine years old and had done around 93,750 miles, was £7,489. Under the agreement, Mrs G is to make 35 monthly payments of £293.84 and a final monthly payment of £303.84.

In November 2024, Mrs G says the car developed performance issues and was consuming oil excessively. Mrs G says the dealership that supplied the car arranged for another garage to fix the issues.

At the end of January 2025, Mrs G had the car serviced – I think because she was still having performance issues and was hoping a service would resolve them. At this point, the car had travelled around 97,936 miles – so just over 4,000 miles from the date Startline supplied it to Mrs G. Immediately after the service, the engine started making a loud grinding sound. The garage that serviced the car said it thought the noise came from the timing chain rubbing on the engine housing. It said this could've been happening for "*an indefinite time*" but the clean oil that had been added during the service now made it noticeable.

Mrs G says she told Startline about the problem and that she wanted to reject the car. So Startline arranged for it to be inspected by an independent expert.

In early March 2025, that inspection took place. In his report, the independent expert said he'd been told the car had had some recent repairs and he listed these. On starting the car from cold, he said there was a loud metallic rattle which was consistent with a stretched timing chain or damaged timing chain guide. In the conclusion to his report, the expert said:

*"The previous repairs advised of do appear to have been successful, and the current timing chain concern is considered to be wear related and not unexpected on any vehicle of such age and mileage."*

*"Taking into consideration the time and mileage elapsed since inception, we do not consider the defect to have been developing at that point."*

On the basis of the independent expert's report, Startline didn't uphold Mrs G's complaint. Shortly after this, Mrs G decided to have the car repaired and the timing chain was replaced. On the invoice the repairing garage gave Mrs G for the repairs it said:

*"When replacing the timing chain we noticed that the tensioner was brand new but all the guides were all smashed, all the teeth were ripped off, which indicates that there was a fault previously and tried to remedy it by just replacing the tensioner."*

Unhappy that Startline wasn't upholding her complaint, Mrs G referred it to us. Having had the car repaired, Mrs G now doesn't want to reject it. Instead, she wants Startline to reimburse her for the repair costs, as well as for some car hire and car storage costs she's incurred.

The investigator who looked at Mrs G's complaint didn't uphold it. He didn't think the fault was unusual in a car of the age and mileage of Mrs G's car and was more likely than not due to ordinary wear and tear.

Mrs G disagrees with our investigator's view. Through her representative, she says the independent expert wasn't given all the background facts. Mrs G also says our investigator ignored the fact that the timing chain tensioner was almost brand new – she says there'd be no reason to change it unless an issue was being masked. And Mrs G says that, when she first spoke to Startline, she was under the impression it would accept her rejection of the car. She says had she known she'd have to pay for repairs herself, she might've gone ahead with them sooner, which would've avoided the car hire and car storage costs she later incurred.

So Mrs G's complaint has come 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.

I've also considered the relevant law and regulations, any regulator's rules, guidance and standards, any codes of practice, and (if appropriate) what I consider was good industry practice at the time.

In this decision, I haven't commented on all of the details we've been given on Mrs G's complaint. That reflects the informal nature of our service as a free alternative to the courts. If I don't mention something, it's not because I've ignored it. Rather it's because I've focused on what I think are the key issues.

Having considered everything, I've decided not to uphold Mrs G's complaint. I'll explain why.

Startline supplied Mrs G with a car under a hire purchase agreement. This is a regulated consumer credit agreement, which means we can look at complaints about it against Startline.

The Consumer Rights Act 2015 (CRA) covers agreements such as Mrs G's. Under it, there's an implied term that the goods supplied will be of satisfactory quality. And the CRA says goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price.

The CRA also says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

Under the CRA, the general position is a consumer must show there's a fault with the car. But if they can do this and the fault shows the car wasn't of satisfactory quality in the first six months from supply then, broadly speaking, it's for the supplier (Startline in this

case) to show the goods did actually conform to the contract when supplied.

As I've mentioned, when Startline supplied the car to Mrs G, it was around nine years old, had done around 93,750 miles (which is quite a significant mileage) and had a cash price of £7,489. So I wouldn't have the same expectations of this used car as I would of one that was brand-new. As with any car, there'll be ongoing maintenance and upkeep costs. In used cars, and especially older cars with higher mileage, it's more likely parts will need to be replaced sooner or be worn faster than in brand-new cars. That means Startline wouldn't be responsible for anything that was due to normal wear and tear while the car was in Mrs G's possession.

The first thing I have to look at in deciding Mrs G's complaint is whether there was a fault with the car. I don't think there's any dispute that there was – Mrs G's testimony, along with the repairing garage's comments and the independent expert's conclusion are all evidence of either a stretched timing chain or damaged timing chain guide.

But this doesn't automatically mean the car wasn't of satisfactory quality when Startline supplied it to Mrs G. So that's the second thing I need to look at in deciding Mrs G's complaint. For me to decide a car is of unsatisfactory quality, I must think it's likely the faults that have been identified were present or developing at the point of supply and were caused by an inherent defect, rather than general wear and tear.

In Mrs G's case, I think it's more likely than not the fault with the timing chain/guide was due to general wear and tear. In making this finding, I've relied on the conclusion the independent expert reached, which I find persuasive. As I've mentioned, his opinion was that, given Mrs G had had the car for four months and had travelled around 4,000 miles before the grinding noise was heard, it wouldn't have been present at the time of supply. And he also said a timing chain problem wasn't unexpected in a car of Mrs G's car's age and mileage.

A timing chain is a serviceable item that's susceptible to wear and tear – with time and use, it will naturally stretch and will need to be replaced as part of regular maintenance. It's not uncommon for timing chains to be replaced in cars that have travelled nearly 100,000 miles, as Mrs G's car had done. So at the time Startline supplied the car to Mrs G, I think the timing chain was probably reaching the end of its serviceable life. I think it's unfortunate Mrs G had this problem fairly soon after she got the car. But, given its age and mileage, I think a reasonable person would expect faults like this to arise. All in all, from the evidence I have, and given the car's age, mileage and cash price, I think it's likely it was of satisfactory quality when Startline supplied it to Mrs G.

I've noted Mrs G says the independent expert didn't have all the background facts, including about the car's excessive oil consumption soon after supply. But his report does refer to the earlier repairs to the car, so he knew about them. Mrs G's comments on this point don't change my conclusions on her complaint.

Mrs G says the recently fitted new tensioner shows the supplying dealership was trying to mask the fault. My understanding is that, as a timing chain naturally stretches with time and use, the tensioners and guides will struggle to take up the slack. And the tensioners will also lose strength over time as well. So a quick, temporary fix is to replace the tensioner. A new tensioner will cope with the slack in the chain better, but it'll fail relatively quickly due to the additional work and movement it has to cope with. I think that's likely to be what happened here. The fact that it's likely a new tensioner was fitted at some point before the car was supplied to Mrs G doesn't, to me, mean the car was of unsatisfactory quality when Startline supplied it.

Mrs G says she incurred car hire and car storage costs because, at the outset, she thought Startline was going to accept rejection of the car. She says she'd have got the car repaired sooner had she known this wasn't going to happen. I'm sorry this has been Mrs G's experience. But the approach Startline took in getting the car independently inspected before making its decision about whether or not to accept its rejection is what I would've expected of it. So I can't say Startline has done anything substantially wrong here.

### **My final decision**

For the reasons I've given, I don't uphold Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 3 November 2025.

Jane Gallacher  
**Ombudsman**