

### **The complaint**

Mr W complains that a car acquired under a hire purchase agreement with STARTLINE MOTOR FINANCE LIMITED ('Startline') wasn't of satisfactory quality.

### **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr W acquired a used car in August 2023; the car was around eight years old and had covered around 89,400 miles.

In March 2025 Mr W complained to Startline, he said the vehicle had developed a fault with one of the headlight units and the only available remedy was a full replacement costing over £1,000.

As the fault had developed more than six months after Mr W acquired the car, Startline requested he arrange an independent inspection of the vehicle. Startline said it didn't receive anything further to consider and so it issued its final response and didn't uphold the complaint.

Our Investigator considered the complaint but didn't think the car was of unsatisfactory quality when supplied to Mr W. Whilst she recognised Mr W had incurred problems in the past she didn't think there was evidence that this issue was linked to any prior faults, nor did she think the fault occurred as a result of failed repairs.

Mr W made further comments about Startline's interpretation of the relevant legislation and said his complaint was now about both the quality of the car and the fairness of him having to bear the cost of the investigation. Overall, our Investigator didn't think this was a complaint that could be upheld and so didn't recommend Startline take any steps to put things right.

As an agreement couldn't be reached, 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.

Having done so, I've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr W, but I will explain my reasons below.

I'm very aware that I've summarised the events of this complaint in far less detail than the parties and I've done so using my own words. No courtesy is intended by me in taking this approach. Our rules allow me to do this. This simply, as alluded to earlier, reflects the informal nature of our service as a free alternative to the courts.

I should add too, that if there's something I've not mentioned, it isn't because I've ignored it.

I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I do however stress again that I've considered everything Mr W and Startline has said before reaching my decision.

Firstly, I would like to make clear what I've considered here, Mr W has made previous complaints and has raised further complaint points since referring this matter to us. But we are an impartial service, and I am only able to consider what issues Startline considered as part of its final response in April 2025, that is about the faulty headlight unit.

The hire purchase agreement entered by Mr W is a regulated consumer credit agreement and 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 its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr W entered. Because Startline supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr W's case the car was used and covered approximately 89,400 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

I'm satisfied there's a fault with the car, I say this because I have seen a copy of an invoice setting out the repairs needed but just because the car requires a repair now doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a vehicle will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the failed headlight unit which Mr W complains of now failed prematurely or was not reasonably durable given the vehicle's age and mileage.

The CRA 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 the fault is identified after the first six months, the CRA implies that it's for Mr W to show it was present when the car was supplied.

I'm aware that the vehicle has experienced previous issues, but I'd be looking for some evidence that the fault Mr W was experiencing in March 2025 with the headlight unit was as a result of the car failing prematurely. And not, caused by something that wasn't present or developing when the car was supplied. Neither party has provided a report from a garage or independent engineer relating to the faults.

Based on what I've seen, on the balance of probabilities, I'm, not satisfied there is evidence that shows that the issues Mr W encountered in March 2025 resulted from a fault that was present or developing at the point the car was supplied to him and was more likely down to

reasonable wear and tear.

I empathise with the situation Mr W is now left in, and I understand why this isn't the outcome he would've wanted. But for the reasons I've explained I won't be asking Startline to take any further action in relation to this complaint.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 December 2025.

Rajvinder Pnaiser  
**Ombudsman**