

The complaint

Mr F is unhappy that a car supplied to him under a hire purchase agreement with Startline Motor Finance Limited was of an unsatisfactory quality.

What happened

In May 2024, Mr F was supplied with a used car through a hire purchase agreement with Startline. He paid a £500 deposit and the agreement was for £14,749 over 48 months; with 47 monthly payments of £480.69 and a final payment of £490.69. At the time of supply, the car was just over six years old and had done 74,321 miles (according to the MOT record for 26 January 2024).

Mr F wasn't happy with the quality of the car and said it had been sold with multiple faults - issues with the turbo, the timing chain, the side trims, an engine management light ('EML') coming on, the AdBlue system, the car going into limp mode, the diesel particulate filter ('DPF'), oil leaks, exhaust fumes in the cabin, and electrical/sensor faults.

The timing chain was replaced in May 2024 (at 74,395 miles) and the turbo replaced and the AdBlue system cleaned in August 2024 (at 77,379 miles). An issue with the DPF was identified in September 2024 (at 79,597 miles), and an unrelated software update was carried out in October 2024 (at 80,952). The turbo was replaced again in March 2025, but it was noted the turbo had failed due to degradation of the oil and the car had been driven for over 11,000 miles since the turbo was last replaced.

Mr F complained to Startline, and they arranged for the car to be inspected by an independent engineer. This inspection took place on 10 April 2025, when the car had done 88,348 miles – around 14,000 miles since it was supplied to Mr F.

The engineer said there was smoke entering the cabin upon start up, there was excessive white and black smoke from the exhaust, and there was excessive soot accumulated in the exhaust. However, the engineer noted that the exhaust was corroded. The engineer also noted there were oil leaks, the EML was illuminated, and there were multiple fault codes.

While the engineer said there had been a previous repair to the turbo, given the age and mileage of the car, and the mileage Mr F had covered since supply, they didn't think the current faults were present or developing when the car was supplied. The engineer also didn't say the faults were as a result of a previous failed repair.

Based on this report, Startline didn't uphold Mr F's complaint. Unhappy with this response, Mr F brought his complaint to the Financial Ombudsman Service for investigation.

Our investigator considered all the evidence but didn't think there was anything to show that the current problems with the car were as a result of a fault that was present or developing when the car was supplied. So, they didn't uphold the complaint.

Mr F wasn't happy with the investigator's opinion. He said the current faults with the car developed shortly after supply, but the dealership only replaced the timing chain and turbo.

And he thinks this repair was poorly carried out. He said he obtained an independent report in January 2025 which confirmed *“the presence of serious, ongoing mechanical and emissions-related faults.”* He also said that the issue of the warranty had been ignored, and he asked for this matter to be passed to an ombudsman 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 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. Mr F 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.

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. So, if I thought the car was faulty when Mr F took possession of it, and this made the car not of a satisfactory quality, it’d be fair and reasonable to ask Startline to put this right.

I’ve seen a copy of the independent engineer’s report, dated 10 April 2025. The key findings of this report are detailed above, so I won’t repeat them here. However, I have noted that the engineer also confirmed their duty is to the courts, not to the person who instructed or paid for the report. As such, I’m satisfied this report is reasonable to rely upon.

It’s not disputed that, when Mr F first raised issues with the car, the dealership arranged for the timing chain and turbo to be replaced. This work was completed in August 2024 after Mr F had travelled around 3,000 miles in the car.

Mr F has said these repairs were poorly completed, and he’s provided a diagnostic report dated 19 September 2024, completed when the car had done 79,597 miles – around 5,000 miles after supply. This identified advisories for the cooling fan, the DPF, the steering column lock, image processing on the infotainment system, and an issue with a parking assist sensor. However, the diagnostic makes no reference to whether these issues were present or developing when the car was supplied to Mr F, or if they were as a result of a failed repair.

In his comments on the investigator’s opinion, Mr F has referred to an additional diagnostic report from January 2025, but this hasn’t been supplied.

I've also noted the ongoing issues that are related to the DPF and emissions. For the DPF to function as it should, it needs to be passively regenerated. To do this, the manufacturer recommends that the car is regularly driven at a constant speed above 37mph for a minimum of 20 minutes.

Between the car being supplied in May 2024, and the engineer's report in April 2025, the car had travelled 14,000 miles. Mr F has confirmed that he mostly uses the car for local journeys, with around one longer journey a week. This amount and type of driving is unlikely to always allow the DPF to regenerate properly, which will lead to warning messages and emissions problems. It's also the case that DPF issues can affect the viscosity of the oil, which I've noted was a factor in the replacement turbo failing.

What's more, I've also seen that the independent engineer has noted the exhaust system is corroded. And corrosion in the exhaust system can lead to emission issues, including, in some cases, exhaust fumes entering the cabin.

Given the above, I'm not satisfied the current issues with the car were present or developing at the point of supply or were as a result of a failed repair. I think it's more likely that, given the age and mileage of the car and how it's been driven, the issues are caused by age-related wear and tear, and by the DPF not always regenerating properly as the car isn't regularly being driven in line with the manufacturer's DPF regeneration requirements.

Finally, Mr F has said that the warranty has been ignored. Having reviewed the sales invoice, I can't see that there was a warranty that was financed through Startline. So, if Mr F is having issues with the warranty, this needs to be raised directly with the warranty company – it's not something Startline are liable for.

As such, and while I appreciate this will come as a disappointment to Mr F, I won't be asking Startline to do anything more,

My final decision

For the reasons explained, I don't uphold Mr F's complaint about Startline Motor Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 1 December 2025.

Andrew Burford
Ombudsman