

The complaint

Miss T complains that a car she acquired through a hire purchase agreement with STARTLINE MOTOR FINANCE LIMITED ('Startline') is of unsatisfactory 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.

Miss T acquired a car under a hire purchase agreement in February 2025; the car was nine years old with a cash price of £9,399 and had covered around 72,000 miles.

In April 2025 the car broke down and was recovered by roadside assistance and taken to the supplying dealership. The car subsequently underwent repairs.

Miss T complained to Startline in May 2025 about the quality of the car, so it arranged for the dealership to carry out an inspection. The dealership commissioned an independent inspection which was carried out after repairs had been completed, so it found no fault with the car.

Based on the findings of the report, Startline didn't uphold the complaint. Our Investigator looked into things but didn't uphold the complaint for similar reasons. She said it appeared the car was of satisfactory quality at the point of supply and so it wouldn't be fair to ask Startline to do anything more.

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 Miss T, but I will explain my reasons below.

I trust Miss T will not take the fact that my findings focus on what I consider to be the central issue as a discourtesy. The purpose of my decision isn't to address every point raised but to set out my conclusions and reasons for reaching them.

This reflects the nature of our service as an informal alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't, 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. 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 good industry practice at the time.

The hire purchase agreement entered by Miss T 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 Miss T 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 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 Miss T's case the car was used and covered approximately 72,000 miles when she 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.

It isn't in dispute that there's a fault with the car, Miss T had the car for around two months and covered just over 2,000 miles before it experienced a catastrophic failure. But just because the car requires 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 car 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 engine failure which Miss T complains of failed prematurely or was not reasonably durable given its 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 Miss T to show it was present when the car was supplied.

Its Miss T's assertion that Startline supplied her with a faulty car, but Startline say Miss T caused the problem as she'd overfilled the oil.

I'm persuaded here there's evidence the car wasn't looked after as it should have been. I think the fault that resulted in the car needing to be recovered was most likely caused by the car being overfilled with oil.

I'm persuaded the car had too much oil in it as Miss T has explained she topped up the oil very soon before the car broke down. She supplied a copy of a receipt which suggests she purchased a litre of engine oil two days before the car broke down. This is also supported by the comments from the mechanic who recovered the vehicle.

I'm satisfied from the information I have; the engine oil had been topped up very soon before the car broke down. The car was recovered to the supplying dealership where repairs were

carried out. The comments from the repairing garage were that: *'the car had excessive continuous oil top up which get to increase the pressure and temperature to the cylinders and blow the exhaust valves on cylinder NR 1'*.

An independent inspection was carried out on 15 May 2025, after repairs were carried out it concluded that:

'No fault found at time of inspection.'

'Over filling of the engine oil will have caused faults with the engine but as stated I carried out the inspection after the repairs had been carried out and observed no evidence of the fault at the time of inspection'.

Whilst I've considered the contents of this report, I've not placed much weight on its findings. I say this because this inspection was carried out after repairs were undertaken and so it couldn't assess the cars condition prior to faults being repaired.

I understand Miss T says the report was biased given that she wasn't present when the inspection took place. However, I have noted the engineer confirmed their duty is to the courts, not to the person who instructed or paid for the report. It's also worth noting, it's not unusual for a customer not to be present when an inspection is carried out. In my experience many inspections are undertaken while a vehicle is left at a garage. In any event, I've already explained why I haven't heavily relied on the findings of the report given that it was carried out after repairs were complete.

However, the comments from the garage where the vehicle was repaired, I find more persuasive, I say this because a mechanic confirmed the faults presented were consistent with the oil level being too high. This suggests the work carried out addressed the direct consequences of that issue.

I understand Miss T's concerns about what was agreed regarding the repairs and the question of liability. Unfortunately, I can't be certain about the details of that conversation because I wasn't present at the time it took place. That said, I think it's unlikely a reputable garage would carry out repairs without first obtaining the customer's consent. It's standard practice in the industry to discuss the required work before proceeding, particularly when the repairs are significant.

I've also reviewed the vehicles MOT history, and the most recent one was carried out in December 2024. Whilst I accept an MOT wouldn't cover an in-depth inspection of the engine, it would fail if there was a leak present which was excessive. And in any event, it would be noted as an advisory if a minor seep was detected.

For me to tell Startline to cover the cost of the repair and any other reasonable associated costs I needed to be persuaded that the fault was present or developing at the point of sale that would have caused the engine to fail.

Ultimately, whilst I can understand Miss T's significant disappointment when experiencing a fault so early in her ownership, I'm afraid I don't think I have sufficient evidence that the issues she experienced were because the car was supplied in an unsatisfactory condition. I'm not therefore asking Startline to take any further 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 Miss T to accept or reject my decision before 27 October 2025.

Rajvinder Pnaiser
Ombudsman