

## The complaint

Miss M complains that STARTLINE MOTOR FINANCE LIMITED (“Startline”) rejected her claim in respect of a car.

## What happened

In August 2024 Miss M bought a second hand car at a cost of £12,608 funded by a loan from Startline and a deposit of £1,000. The car was eight years old and had recorded mileage of 97,500. Miss M says there was an engine management light (“EML”) showing at the time of purchase and it was agreed with the dealer that she would withhold £500 of the deposit until this was repaired along with a broken windscreen.

On 19 February 2025 Miss M contacted Startline and said the car had faults and wished for it to be repaired. The EML was coming on and had been diagnosed as piston issues. She said there were other faults. The dealer told the broker Miss M had been given a £500 discount to have the car repaired at a garage of her choice. It said she had been in a hurry to collect the car when it hadn’t had its PDI and quality checks carried out. However, it told the broker that it was open to carrying out the repairs.

Shortly afterward it said Miss M had brought the car in to have it deal with the EML, but this was two days after she had had it serviced. The dealer said it noticed there was an oil leak and the dealer didn’t want to take responsibility for any poor workmanship following the service. It also said that Miss M had not sought help until some six months had passed.

Miss M disagrees and says she tried to contact the dealer, but her calls were not returned. Nor did she agree to pay £500 less and have the car repaired herself. The invoice stated: “*service, engine light need to fix then she will pay me £500 remaining*”. She said this was at odds with what the dealer was claiming. She also said the car had been advertised at a price of £11,408, but the invoice showed £12,608. She didn’t know why this was?

Startline arranged for the car to be inspected by an independent inspector. This was carried out on 22 April 2025. By that time the car had covered 103,123 miles. The inspector concluded:

- *The loud mechanical rattling from the timing area is highly indicative of advanced wear to the timing chain or tensioner assembly.*
- *The fault codes correlate to EGR flow restriction and camshaft position errors, supporting a diagnosis of engine airflow and timing disruption.*
- *No evidence was found suggesting the dealerships previous interventions or the recent third-party service directly caused the current engine mechanical fault.*
- *The level of timing chain wear is consistent with expected wear for a diesel vehicle at over 100,000 miles and is not considered premature.*
- *There is no evidence that faults were present at the point of sale.*

- *The suspected oil leak appears relatively minor but must be confirmed via dismantling.*
- *The dealership is not liable for repairs.*
- *Liability for repairs rests with the vehicle owner.*
- *This is due to the timing chain deterioration being a wear-and-tear matter, not a warranty defect or premature mechanical failure.*

Startline notified Miss M that they were unable to support her claim and it also rejected her subsequent complaint. Miss M brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She said the independent inspector had concluded the fault had not been present at that time so it was difficult to conclude that the car wasn't of a suitable quality at the point of sale. She also said that the invoice showed the price which Miss M had agreed. Miss M had also complained about a subject access request she made, but our investigator explained that fell within the remit of the Information Commissioner's Office.

Miss M didn't agree and asked that the matter be referred to an ombudsman

### **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 have every sympathy with Miss M, but I do not consider I can uphold her complaint. I will explain why.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Miss M was second hand, so I'd expect it to have a degree of wear and tear and to require more repairs and maintenance than, say, a brand new car. So, in order to uphold this complaint, I would need to be persuaded that there was an inherent fault with the car at the point of supply, as opposed to a fault which occurred due to general wear and tear.

Based on what I've seen, I'm satisfied that there was a fault with the car. I say this because both the dealer and Miss M agree the EML was on.

I've gone on to consider whether the fault meant that the car wasn't of satisfactory quality at the point of supply. An independent inspection report can help to determine whether a car is of satisfactory quality.

I've looked at the independent report from April 2025. The report states that the timing chain has failed. The report states that the car had covered over 5,000 miles since the point of supply, and that the failure of the timing chain could be attributed to age related wear and tear. The inspector concluded that the fault would not have been present at the point of supply.

The car was quite elderly and had covered over 97,000 miles and so one would expect wear and tear to have an increasing impact on the car's moving parts. The timing chain will not last forever and having it fail after 100,000 miles is not a major surprise.

Miss M has associated the EML issue with the timing chain failure, but this has not been established. The diagnostic carried out on 5 February does not assist in identifying if there was an inherent fault and the independent report concludes there wasn't. That makes it difficult to conclude the car wasn't in an acceptable condition at the point of sale.

Both parties accept the car's EML was showing at the point of sale. Miss M bought it knowing that. It is a significant risk to drive a car while that warning light is on, but that is what appears to have happened. Whether the dealer was to fix it or Miss M was to have it fixed elsewhere the onus was on her to ensure the car was repaired. She says she tried to do so, but the dealer didn't assist. However, I have seen no supporting evidence of this. I gather she has not paid the outstanding sum of £500 and so it was open to her to have used that money to have the car repaired before driving it as much as she did.

In conclusion I cannot say that the car had an inherent fault at the point of sale and I believe Miss M had the opportunity to have the issue with the EML addressed, but did not do so. As such I cannot uphold her complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 8 October 2025.

Ivor Graham  
**Ombudsman**