

## **The complaint**

Mr W has complained that he is unhappy with the redress offered after he agreed the rejection of a car he acquired in June 2024, using a hire purchase agreement with Startline Motor Finance Limited ("Startline").

## **What happened**

Mr W acquired a used Ford in June 2024, using a hire-purchase agreement with Startline. The car cost £9,500, of which Mr W borrowed £8,000 over 60 months with a monthly payment of £215.56.

After problems arose with the car, Mr W complained to Startline, and it was agreed that Mr W could reject the car and end the contract. In its final response letter about the complaint, Startline said it would unwind the contract and retain seven monthly payments Mr W had made, this amount being in relation to fair usage of the car. It also said it would pay Mr W £300 in recognition of the distress and inconvenience caused by the issues with the car. Mr W's initial deposit of £1,500 has also been refunded.

Mr W is unhappy about the offer of £300 – he doesn't feel it adequately reflects the number of phone calls he had to make and the time he had to spend sorting out the problems. So he brought his complaint to this service. Our investigator looked into it, and thought that Startline's offer of compensation was fair. So he didn't think the complaint should be upheld.

Mr W didn't agree and asked that the complaint 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've decided not to uphold this complaint. I'll explain why.

As Startline accepted the car wasn't of satisfactory quality at the point of supply, and agreed that the car should be rejected, I am only considering the offer of redress in this decision.

Mr W has received a refund of the deposit of £1,500, as I would've expected. I've also considered whether it was reasonable for Startline to retain seven monthly payments in relation to fair usage of the car. The information I have about mileage suggests that Mr W covered about 7,500 miles, and that when the car was in for repair he was provided with a courtesy car. Taking account of the time Mr W had the car and the mileage, I think the retention of seven monthly payments was fair.

This leaves the amount of £300 offered in recognition of the distress and inconvenience caused.

Mr W said he had to call Startline and the dealership on multiple occasions, and was given differing information. And it was only because of the number of times he called that rejection

of the car was eventually allowed. I should say here that I can't hold Startline responsible for the actions of a third party, so I can only consider Startline's actions here.

Mr W couldn't provide his own call records, so we requested information from Startline about its contact with Mr W. Startline has provided its records, and these show that after the complaint was made in December 2024, Mr W called Startline more than ten times chasing updates. Whilst making a complaint usually involves some level of inconvenience, this does seem a high number of calls to have to make, and the notes don't suggest that Startline was otherwise pro-actively updating Mr W. So I think Startline could've kept Mr W better informed about what was happening with the complaint. That said, I see that the notes show multiple calls from Mr W on some days, so it's possible that he might not have needed to call quite so often (although I accept that he has said this was because of conflicting information with the dealership).

I also note that Startline took around three months to issue its final response. I appreciate that this will have caused uncertainty and added to the stress of the situation, but on the other hand, rejection of a car does involve inspections of the vehicle and reports, and it seems there was a broker involved here as well as the dealership, so all parties would've had to be involved. So I don't think the timescale here was excessive.

Taking all this into account, I consider that, although I think Startline could've been more proactive about keeping Mr W informed, the offer of £300 in recognition of the distress and inconvenience caused by the problems with the car was fair and in line with what this service would expect.

Overall, I think Startline has acted reasonably in its offer to resolve the complaint, and therefore I can't fairly require it to do more. So I've decided not to uphold Mr W's complaint.

### **My final decision**

For the reasons given above, I have decided not to 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 28 October 2025.

Jan Ferrari  
**Ombudsman**