

The complaint

Mr D complains about the quality of a car he acquired under a hire purchase agreement with STARTLINE MOTOR FINANCE LIMITED (Startline).

When I refer to what Mr D and/or Startline have said or did, it should also be taken to include things said or done on their behalf.

What happened

In September 2023, Mr D entered into a hire purchase agreement with Startline to acquire a car first registered in April 2016. At the time of acquisition, the car had travelled around 57,469 miles. The cash price of the car was around £9,998. The total amount payable was £16,379.60. There were 59 monthly payments each £271.16 followed by one monthly repayment of £281.16.

Mr D said that right after the car's supply he heard a humming sound. As such, he immediately booked the car in for diagnostics. There was a three to four weeks' waiting period before the supplying dealership could inspect the car and when they did, they said this noise was due to the boost pipe. Mr D said they replaced this part two to three times, however, the fault remained.

Mr D said initially they put in an aftermarket replacement part and, after many months, they had received the original part for replacement. However, the fault was still present. At this point Mr D said he decided to give the car back, as it was faulty. Mr D said that he did not have the car for a lengthy period and was never offered a courtesy car when it was in for repairs. Since that repair Mr D said that he had further issues with the car which, he said, were a result of the previously failed repairs. An inspection report found that the handbrake and the Diesel Particulate Filter (DPF) need attention. Mr D said that he returned the car to the supplying dealership and that Startline considered his action as a Voluntary Termination (VT), for which they are now asking him to pay approximately £7,000, which he cannot afford to pay due to his current financial circumstances. Mr D believes that he should be able to reject the car due to it being of unsatisfactory quality.

On 4 June 2024, Startline wrote to Mr D and said that Mr D contacted them on 12 April 2024, because a few days after collecting the car there was a 'whooshing noise' when braking and the Engine Management Light (EML) had illuminated, which, as Mr D was told, resulted because of an issue with the boost pipe. Startline said that Mr D advised them that the car had been in for repair with the supplying dealership, but the issue persisted. Startline also said that at that time Mr D advised them he was also experiencing issues with the wheel alignment and the NOX sensor.

After looking into Mr D's complaint Startline advised that they are partially upholding his complaint. They said, given the car was already back with the dealer for agreed repairs and as of 26 April 2024 most of the repairs were completed, the car was returned to him per his request. They said the car was also booked in for an additional issue with the boost pipe to be addressed when the part arrives. They said they received confirmation that this repair was completed on 10 May 2024. The car was extensively road tested to ensure the repairs

were successful. As such, they said, they could not uphold Mr D's complaint regarding the rejection of the car. However, due to time taken to resolve this issue and the delay in obtaining the required parts, Startline made a payment of £150 to him.

In January 2025, Startline wrote to Mr D again after another complaint was received from him. In this correspondence, they said that following Mr D contacting them in August 2024 they had the car inspected and it was diagnosed as having an issue with the boost pipe.

They said that on 29 September 2024 they refunded Mr D £70 for a diagnostic report as a gesture of goodwill. Also, they had booked an independent inspection of the car, to be completed on 26 November 2024, to establish if any of the faults being experienced were present/developing at the point of sale or the result of failed repairs.

This report advised there is no evidence to suggest the faults identified were present, developing at the point of sale, or a result of a failed repair. This included the DPF blockage and handbrake fault which, the report concluded, were due to general wear and tear. As such, Startline said they were unable to support Mr D's request to reject the car.

Mr D remained unhappy, so he referred his complaint to the Financial Ombudsman Service (Financial Ombudsman).

Our investigator looked at Mr D's complaint. The investigator said that Mr D did not bring his complaint in time when it comes to the 4 June 2024 final response, but said we could look at the issues that have been raised and addressed in the January 2025 final response. Regarding those issues the investigator did not think Startline needed to take any further action, as the investigator was of the opinion that the car was not of unsatisfactory quality.

Mr D disagreed with the investigator. As such, 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.

Where evidence is unclear or in dispute, I reach my findings on the balance of probabilities – which is to say, what I consider most likely to have happened based on the evidence available and the surrounding circumstances.

In considering what is fair and reasonable, I need to take into account the relevant rules, guidance, good industry practice, the law and, where appropriate, what would be considered good industry practice at the relevant time. Mr D acquired the car under a hire purchase agreement, which is a regulated consumer credit agreement. Our service can look at these sorts of agreements. Startline is the supplier of goods under this type of agreement and is responsible for dealing with complaints about their quality.

I have summarised this complaint very briefly, in less detail than has been provided, and largely in my own words. No discourtesy is intended by this. If there is something I have not mentioned, I have not ignored it. I have not commented on every individual detail. But I have focussed on those that are central to me reaching, what I think is, the right outcome. This reflects the informal nature of the Financial Ombudsman as a free alternative to the courts.

I know that Mr D is unhappy about certain actions/inactions of the supply dealership/broker and for some of these Startline might be responsible for, such as for example what was said or done during the antecedent negotiations before Mr D entered the finance agreement.

However, I can only consider actions/inactions of Startline and only the aspects they are responsible for, and I cannot look at certain actions and/or inactions of the dealership/broker which Mr D might be unhappy about. As such, in this decision I only focused on the aspects I can look into. And I am only looking at the events that have been raised by Mr D with Startline, the ones they had an opportunity to address in their January 2025 correspondence.

Also, Startline issued two final response letters to Mr D dated:

- 4 June 2024; and
- 2 January 2025.

All the above final responses contained the appropriate information to make Mr D aware that he could refer his complaint to our service, but he had to do so within six months of those dates. Mr D brought his complaint to our service in April 2025, so he referred his complaint outside of the six-month time limit for the first of the two final responses. The complaint was brought in time only relating to 2 January 2025 final response by Startline.

The rules allow us to look at complaints made out of time, if the failure to comply with the time limit was a result of exceptional circumstances. An example of exceptional circumstances might be where the complainant has been, or is, incapacitated.

I have not seen evidence that would suggest Mr D was incapacitated to such an extent that prevented him from raising a complaint within the required time. I can see that, following the final response letters being issued to Mr D, he still corresponded with Startline and the supplying dealership. Considering he was handling his day-to-day affairs, I think most likely, he could have made a simple phone call, sent a short email/letter to our service, or completed our online complaint form, which would have been enough to start his complaint. He would not even need to provide all the details during that first contact with our service. All he, or someone on his behalf, needed to do was to make, the initial contact to start the process. Overall, while Mr D has my deepest sympathy, I do not think we can consider his complaint in full. However, we can consider certain aspects that have been raised in time, specifically the ones that were addressed in 2 January 2025 final response letter from Startline.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr D entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

In Mr D's case the car was used, with a cash price of around £9,998. It had covered around 57,469 miles and was more than seven years old when he acquired it. So, the car had travelled a reasonable distance, and it is reasonable to expect there to be some wear to it because of this use. I would have different expectations of it compared to a brand-new car. As with any car, there is an expectation there will be ongoing maintenance and upkeep costs. There are parts that will naturally wear over time, and it is reasonable to expect these to be replaced; And with second-hand cars, it is more likely parts will need to be replaced sooner or be worn faster than with a brand-new car. So, Startline would not be responsible for anything that was due to normal wear and tear whilst in Mr D's possession.

Mr D thinks that he should be allowed to reject the car due to the issues he has experienced with it.

The CRA sets out that Mr D has a short term right to reject the car within the first 30 days, if the car is of unsatisfactory quality, not fit for purpose, or not as described, and he would need to ask for the rejection within that time. Mr D would not be able to retrospectively exercise his short term right of rejection at a later date.

The CRA does say that Mr D would be entitled to still return the car after the first 30 days, if the car acquired was not of satisfactory quality, not fit for purpose, or not as described, but he would not have the right to reject the car until he has exercised his right to a repair first – this is called his final right to reject. This would be available to him if that repair had not been successful.

First, I considered if there were faults with the car.

I can see that an independent inspection report was completed in December 2024, when the car had travelled around 67,246 miles (around 9,777 miles since supply). The inspection concluded that there was a fault with the handbrake, air intake pipe retaining clip, a slight oil seepage around the wastegate of the turbocharger, and that the DPF was blocked.

Based on the above, it is clear that the car was faulty. However, just because a car was faulty does not automatically mean that it was of unsatisfactory quality when supplied. As such, I have considered if the car was of unsatisfactory quality when it was supplied to Mr D.

From the independent report I can see that in its conclusion the engineer noted that the highlighted issues are not believed to have been present at the point of sale, but have developed due to general wear and tear over time and would not be Startline's responsibility.

It also said that the DPF regeneration process can only take place at higher speeds (typically on the motorway). If the car is driven predominantly in low-speed urban traffic, the DPF will require periodic cleaning. It went on to say that if the regeneration process is ignored or delayed, the filter may become blocked and require specialist cleaning. It also said the handbrake needed repair to ensure it functions correctly and holds the car when engaged.

Overall, the engineer concluded the report by stating that they did not believe the issues identified were pre-existing at the time of sale. The symptoms noted in the report have developed as a result of general wear and tear. Therefore, repair costs should be viewed as part of routine maintenance.

I have considered what the report said and in addition, I considered that, at the time the car experienced above issues it had travelled a significant number of miles, about 67,246 miles. This is around 9,777 miles since Mr D acquired it. As such, when considering the age and mileage of the car, combined with when these issues were noted, plus the findings of the report I think, most likely, the faults Mr D was experiencing were because of normal wear and tear, and parts coming to the end of their life cycle. As such, I do not think it would be fair or reasonable for Startline to be responsible for the engine faults.

In addition, I have also taken into consideration what Mr D told us about his driving. He said that he makes regular short journeys. As such, it seems likely the car was not driven in a way that would regenerate the DPF. Therefore, I think, most likely, this too had contributed to the DPF being clogged. Overall, I cannot say that I have seen enough evidence to be able to say that, on balance, there were faults present or developing at that point of supply or due to an overall durability issue with any of the parts in question that would render the car of unsatisfactory quality.

I know Mr D feels that he should still be able to reject the car because the boost pipe failed and it has been repaired on more than one occasion. He also said that the failure of this part had subsequently caused the DPF to become faulty.

I have taken that into consideration. However, I do not think I have seen enough evidence to be able to say that, on balance, the car was of unsatisfactory quality because of the latest boost pipe fault. When coming to this conclusion I have taken into consideration that Startline told us that the supplying dealership identified a slight leak in the boost pipe, which, they said, was unrelated to the previous repairs as the car had travelled over 9,000 miles. I have also considered that the engineer of the independent report, completed in December 2024, provided Mr D's diagnostic report, previous repair job cards, and all relevant documentation from supplying dealership. With those documents in hand, the report did not conclude that the faults in question were because of previous repairs. Therefore, there is not enough evidence for me to say that, most likely, the latest boost pipe failure would render the car of unsatisfactory quality.

Also, I cannot say that, most likely, the boost pipe failings subsequently caused the DPF to become faulty. I say this because there is no suggestion of this in the independent report. Plus, most likely, the car was not driven in a way that would regenerate the DPF. As such, based on the available evidence, I cannot say that Startline should be responsible for the current faults with the car.

Mr D has told us about his personal circumstances and while I sympathise with him for the difficulties he is experiencing, based on all the information available in this case, I do not think there is sufficient evidence to say that, most likely, the car was of unsatisfactory quality.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 27 January 2026.

Mike Kozbial
Ombudsman