

The complaint

Miss S complains about a car supplied to her using a hire purchase agreement taken out with Startline Motor Finance Limited (“Startline”).

What happened

In July, 2024, Miss S acquired a used car using a hire purchase agreement with Startline. The car was over six years old, the cash price of the car recorded on the agreement was £24,244, the agreement was made up of 59 regular, monthly repayments of £495.88, followed by a final payment of £505.88, which included a £10 option to purchase fee. The deposit recorded on the agreement was £7,000. Startline said the mileage of the car at the time was 81,034 miles.

Miss S said she reserved the car with the supplying dealership in June 2024, and was told that the car’s engine had been replaced by a reconditioned engine in November 2023.

Miss S said within the first few months, the car’s engine used to cut out intermittently. Miss S said she contacted a third-party recovery company, and it was found that there was a loose earth connection. Once this issue was resolved, Miss S said she thought it sorted the issue she experienced.

Later, in February 2025, the car entered a restricted performance mode, commonly referred to as limp mode. The car was recovered to a third-party garage.

Miss S said the garage found that fuel injectors in the engine were damaged and some parts to the car were previously incorrectly fitted. The injectors were then replaced, and the car was given a service.

Miss S complained to Startline as she said her warranty provider would not assist with repairs. In March 2025, Startline gave Miss S their final response. In summary, they explained that they tried to contact Miss S on several occasions to obtain information from her. And as the requested information hadn’t been received, they were unable to investigate her complaint.

In June 2025, a warning appeared on the car’s dashboard alerting Miss S that the engine oil was low. Once the car was recovered and diagnosed, Miss S said she was told that the engine was either in the process of seizing or had already seized.

An independent inspection was completed on the car in June 2025, at 94,304 miles. Miss S paid £330 for the inspection and report. Among other things, the report concluded that there was no evidence to suggest any failures with the car could have resulted from issues that were present from when the car was supplied. The report also concluded that the reconditioned engine that had been fitted should have lasted longer without developing a serious defect, which would require further investigation.

Unhappy with Startline’s response, Miss S referred her complaint to our service.

Our investigator issued his view where he explained that he didn't uphold the complaint. Among other things, he said that he was satisfied that there was a fault with the car, but as an independent inspection concluded that the faults weren't present at the point of supply, he couldn't conclude that the car was supplied of unsatisfactory quality. The investigator also didn't think the car had been misrepresented as Miss S was informed that an engine replacement had taken place.

Miss S disagreed with the investigator's findings and provided a detailed response as to why she disagreed. As Miss S disagreed, the complaint was 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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, 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 point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Miss S complains about a car supplied to her under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Miss S's complaint about Startline.

I think there are two main things to consider in this case. I need to decide whether the car was of satisfactory quality when supplied, and whether it was misrepresented or misdescribed to Miss S. It is worth noting that there is a common thread between these questions, which is the engine replacement that occurred in November 2023.

The satisfactory quality of the car supplied

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – Startline here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. It's important to point out in this case that the CRA specifically explains that the durability of goods can be considered part of whether they are unsatisfactory quality or not.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Miss S acquired was used, over six years old, and cost around £24,250. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn. I have also noted that Startline say the car had been driven around 81,000 miles at the point of supply. But I'm also mindful that the engine had been replaced, and no further information has been supplied to confirm whether the mileage figure was in relation to the previous engine or the reconditioned one which was supplied with the car.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

Miss S has said she had several issues with the car while it had been in her possession. From information that has been supplied, the car had an issue in relation to its earthing wire within a few weeks of being supplied the car. As this issue has now been resolved, I'll make no further findings on the matter.

Later, in February 2025, Miss S experienced issues with the car's fuel injectors. From invoices supplied to our service, I can see that some fuel injectors were replaced to the car in March 2025, around 7,350 miles after the point of supply. So, I'm satisfied that there was a fault in relation to the car's fuel injectors at the time.

In June 2025, the car was inspected by an independent engineer, following a warning message that appeared on the car's dashboard. The report said:

"...once the vehicle had been started... a severe knocking noise was present, which we suspect the big end shell bearings, crankshaft journals or big end caps will need further investigation under workshop conditions to confirm."

Miss S said she was later informed that the engine had failed, and that the car required a new engine.

Considering the above, I'm satisfied there was a fault with the car's engine in June 2025, which required its engine to be repaired or replaced.

I now need to consider whether the car was of satisfactory quality at the point of supply

In relation to the fuel injectors, I've noted that issues occurred with them around eight months and around 7,350 miles after the point of supply. While I'm not an expert mechanic, from a general search online, the most common cause of injector issues is due to poor maintenance and general wear and tear issues. I've also noted that they should generally be replaced or at least inspected from 60,000 miles onwards.

It's unclear whether the fuel injectors in the car at the point of failure were the original parts, or whether they were also replaced with reconditioned fuel injectors. No specific details have been supplied around the replaced, reconditioned engine. But in any event, I don't think I need this information to make a finding here. I say this because it isn't in dispute here that a used, and reconditioned engine was used in repairs in November 2023. It's also worth noting that I think it is fair and reasonable that a preconditioned engine was used, given that the car had been used up to the point it was replaced. So, I think it is fair to say that the fuel injectors which were in the car were likely commensurate of the car's age and use, whether they were the original parts or whether they were replaced by reconditioned parts.

Considering the above, I'm satisfied that fuel injectors are a wear and tear item which needs to be monitored and/or replaced where required. Given that there were no issues with the fuel injectors until around eight months after the point of supply, I'm satisfied that there was no fault with the fuel injectors at the point of supply.

In relation to the car's engine failing in June 2025, like the above, no specific details have been supplied around the replaced, reconditioned engine. But I think it is fair to say that the engine used was likely commensurate of the car's age and use, given the car was over six years old at the point of supply. And given the car was able to be driven for around 13,250 miles and for around a year further than it had been at the point of supply, I don't think it is likely that issues with its engine were present or developing at the point of supply. Had they been, I would have expected issues to have presented themselves with the engine much sooner than they had done.

And so, I'm satisfied the car was supplied of satisfactory quality.

Misrepresentation in relation to the engine replacement

Miss S complains, among other things, that information about the engine replacement was not disclosed to her. I have carefully considered what Miss S has told our service here, alongside what Startline has said.

When considering what's fair and reasonable, I take into account relevant law, regulations and guidance. The CRA is relevant here. It explains, in summary, that goods supplied must match the description given.

Section 56 of the Consumer Credit Act 1974 ("S56") is also relevant to this complaint. S56 explains that, under certain circumstances, a finance provider is liable for what was said by a credit broker or supplier before a credit agreement is entered into. I'm satisfied S56 applies here. So, I can consider what Miss S says she was told about the car and finance by the dealer before she entered into the contract.

What I need to consider here is whether the car didn't meet a description or was misrepresented to Miss S. A misrepresentation would have taken place if Miss S was told a '*false statement of fact*' about the car, and this induced her into entering into the contract to acquire it when she otherwise would not have.

It's worth stating up front, that a misrepresentation would not have occurred if Miss S was explicitly told that the car did have the engine replaced before the point of supply. A false statement of fact would need to be made – so I'll consider if Miss S was told that the car didn't have an engine replacement before it was supplied. The same applies when considering if the car matched a description – the car would need to be described as having its original engine, rather than a description not being given, for this to be the case.

Miss S has provided a copy of the online advert she had viewed on a third-party website in relation to the car. As Miss S has said herself, the advert does not mention anything about an engine replacement or refurbishment. I've also noted that Miss S has said she was informed about the engine replacement before she was supplied the car.

Considering the above, I'm satisfied that Miss S was not told a false statement of fact before she entered into the agreement. It follows that I don't think the engine replacement was misrepresented to Miss S. And the same logic above can be applied as to why I'm satisfied the car was supplied to Miss S as described.

Miss S also says she believes the engine number of the replacement engine has not been correctly recorded on the relevant documents. While I appreciate what Miss S says here, from the information supplied, I am unable to make a finding on the matter. Miss S has supplied an email from her third-party warranty company which says that they require the current VIN number and engine code to confirm that they are correct and to check if it matches what they have attached on their policy. This in itself does not confirm that the correct information hasn't been recorded on the relevant documents, but rather only explains that they required the information to confirm if it matched their records. As the warranty cover does not form part of this agreement, I will make no finding on the matter.

My final decision

For the reasons I've explained, I don't uphold this complaint. So, I don't require Startline Motor Finance Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 26 November 2025.

Ronesh Amin
Ombudsman