

The complaint

Mr M complains that a car supplied to him under a hire purchase agreement with STARTLINE MOTOR FINANCE LIMITED (Startline) was of an unsatisfactory quality.

What happened

I issued a provisional decision setting out what I thought about Mr M's complaint. I've copied the relevant parts of that provisional decision below – and they form part of this final decision.

"In August 2023, Mr M was supplied with a used car under a hire purchase agreement with Startline. The cash price of the car was £9,097 and the credit under the agreement was for the full amount. This was to be repaid over a period of 60 months; with 59 monthly payments of £206.55 and a final payment of £207.55. At the point of supply, the car was around five years old and had travelled 73,241 miles.

Shortly after the car was supplied, Mr M noticed a grinding noise from the steering column. The dealership arranged to replace the column and the car was returned to Mr M. A few months later, Mr M says he experienced a fault with the driver side lock. He arranged for the lock to be replaced at his own cost, which the dealership partially reimbursed.

In February 2024, Mr M contacted Startline as the engine management light (EML) was illuminated, and the engine was making an unusual noise. Startline arranged an independent inspection of the car.

The engineer found evidence of soot contamination in the engine oil and noted a clattering sound consistent with poor timing chain tension. They found two error codes – relating to air flow sensor performance and the camshaft positioning. They said both faults were likely related to the timing chain performing poorly. They concluded that the diesel particulate filter (DPF) was blocked, which had affected the oil and timing chain performance. They recommended cleaning the DPF, flushing the oil and replacing the filter – and said doing so should resolve the faults. The engineer said these – along with replacing the timing chain – were maintenance issues and didn't find that any part had failed prematurely.

Mr M made a complaint. He was unhappy that he'd experienced so many problems with the car in such a short space of time. Startline said there was no evidence to suggest the car was faulty at the point of sale – and said some level of maintenance and repair was to be expected from a used car. It said it would be happy to pay towards the cost of a service and MOT as a goodwill gesture.

In February 2025 Mr M made a further complaint. He said the engine had now failed entirely and needed to be replaced. Startline said that – given the length of time Mr M had the car he would need to provide evidence to demonstrate there was an underlying fault when it was supplied. Around the same time Mr M voluntarily surrendered the car, and it was sold at auction in March 2025 for £850. This left a balance of £7,049.68 for Mr M to pay.

The complaint was referred to this service. One of our Investigators considered the

complaint but didn't uphold it. They were satisfied the faults reported in 2024 were caused by maintenance issues, rather than an inherent fault with the car when it was supplied. Mr M didn't agree, and said it wasn't reasonable that such extensive maintenance was needed so soon after the car was supplied. He suspected the car hadn't been properly serviced before it was sold. He asked that the complaint be referred to an Ombudsman for a final decision. So, it's been passed to me to decide.

What I've provisionally 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.

If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my decision on the balance of probabilities – what I think is more likely than not 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 was good industry practice at the time. Mr M was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means I can consider a complaint about it.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr M 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.

So, if I thought the car was faulty when Mr M took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Startline to put this right.

In this case, the car was around five years old and had travelled over 73,000 miles. I think a reasonable person would expect a car of this age and mileage to have more wear and tear – and require some level of repair and maintenance sooner - than a newer or less travelled one.

The car has now been sold, so it's no longer possible for it to be inspected further. So I've considered the available evidence – including any inspections and reports from before the car was sold.

It doesn't seem to be disputed that the car had a fault with the steering column when it was supplied. While I haven't seen any specific evidence relating to this fault, both parties agree that it was repaired by the dealership and I haven't seen anything to suggest that repair failed. So, I don't think I need to comment on this issue further.

Mr M says he experienced a problem with the driver side lock around four months after the car was supplied. Again, I haven't seen any direct evidence of a fault with the lock – but Mr M has provided an invoice for a replacement lock. Based on the available evidence it's not clear what caused the problem with the lock and whether this was due to an inherent fault

with the car when it was supplied or something else. In any case, Mr M chose to arrange his own repair for this issue rather than reporting it to Startline, and I haven't seen anything to suggest he experienced further problems with the lock after that.

The next issue Mr M reported was in February 2024 when the EML was illuminated. I've considered the inspection report arranged by Startline. The engineer concluded that there were multiple faults with the car – but linked each of these to maintenance issues, specifically that the DPF was blocked and needed to be cleaned.

As I've outlined, I'd expect a car of this age and mileage to require some level of maintenance. And maintenance issues on their own don't necessarily mean the car wasn't of a satisfactory quality at the point of supply. Mr M believes the car hadn't been properly serviced before it was supplied to him. The report I've seen says the 'service vehicle soon' light was illuminated, suggesting that a service was due. This doesn't necessarily mean the car hadn't been serviced correctly, or that a lack of servicing before it was supplied caused the problems Mr M experienced.

Based on the report it seems more likely than not that the faults were caused by the DPF becoming blocked. This can happen for several reasons. For example, a DPF may become blocked if the car is only driven for short journeys – and this can happen quite quickly. Mr M says he mainly used the car for commuting. The inspection took place around seven months after the car was supplied, and he'd travelled more than 5,000 miles in that time. Given the age and mileage of the car, I don't find it unreasonable that it became blocked during that time. If the faults were caused by an underlying issue present when the car was supplied, I think it's likely these problems would have presented themselves sooner than they did.

The engineer also suggested that the timing chain needed to be replaced. The car had travelled close to 80,000 miles – which is close to the range I'd typically expect a timing chain to last. While the DPF blockage likely contributed to the problem, it also appears that the timing chain was simply nearing the end of its natural lifespan. I don't find this unreasonable, and I haven't seen enough to persuade me that this part wasn't sufficiently durable.

Mr M says he's shown the report to qualified mechanics, who say the engineer made a mistake and the car wasn't fit for purpose. While I've considered this, I haven't seen any comments from these mechanics or other evidence to support this. In their report, the engineer commented that their duty is to the courts – not to the person who instructed the report. As such, I'm satisfied the report is reasonable to rely upon. The engineer concluded that there was no evidence the car was faulty or not sufficiently durable when it was supplied to Mr M - and I've not been provided with any persuasive evidence that contradicts this finding.

So, I'm not persuaded based on the available evidence that the faults reported in 2024 meant the car wasn't of a satisfactory quality when it was supplied. Instead, I'm persuaded that the faults related to the day-to-day maintenance of the car – which was Mr M's responsibility.

Finally, Mr M says that in January 2025 the car stopped working entirely as the engine had failed. He says he was told verbally by his garage that a new engine was required – but that the amounts quoted for this weren't affordable for him. This contributed to Mr M's decision to voluntarily surrender the car. Neither Mr M nor Startline have provided any inspection reports or expert comments relating to the engine failure. But the fact the car was sold for less than 10% of the cash price when it was supplied less than two years earlier suggests there was a significant problem with it by that time. I've also seen emails between Startline and its selling agent to confirm that the car needed a new engine – and that it wasn't economical to repair it

before selling.

So, I'm reasonably satisfied the engine failed – but the cause of its failure hasn't been demonstrated. If the engine failed because of a significant underlying fault present with the car at the point of supply, I think it's likely to have presented itself much earlier. Mr M has also confirmed that he didn't arrange any of the works recommended by the independent engineer in March 2024.

The engineer found a DPF blockage, oil contamination and an issue with the timing chain performance. I think it's fair to say that these issues – if left unattended – could cause damage to the engine over time. Given that Mr M drove nearly 10,000 miles between the inspection and the engine failure, it seems more plausible that this caused – or contributed to – the failure of the engine, rather than an inherent fault with the car when it was supplied. While I appreciate Mr M says he couldn't afford to carry out maintenance to the car, it was ultimately his responsibility to do so. So, I can't fairly hold Startline responsible for the condition the car was in when it was returned.

I appreciate this will come as a significant disappointment to Mr M, and that he's now left owing funds for a car he no longer has access to – which he says will have significant consequences for him. I sincerely sympathise with Mr M and the situation he now finds himself in. But for the reasons I've explained I don't intend to say Startline needs to do anything further.

Mr M has recently mentioned that he didn't receive any support from Startline despite it being aware that he was in financial difficulties. Under this complaint I've only considered Mr M's concern that the car wasn't of a satisfactory quality – and Startline's actions surrounding that. If Mr M is unhappy with other aspects of his agreement with Startline or how it treated him in relation to his financial difficulties, he'd need to raise his concerns with Startline in the first instance."

Responses to my provisional decision

Startline responded to my provisional decision, and said it had no further information to provide.

Mr M didn't accept my provisional decision. In summary, he said:

- It's not acceptable that he was only given a two-month warranty by the dealership. He would expect a car not to have any problems within the first six months – but this car had several issues. It's unfair to suggest that he's at fault for experiencing so many problems in a short space of time.
- The dealership assured him they would tell Startline about the broken lock. He's unhappy he was never contacted about this or asked for any more information.
- An Investigator at this service previously told him the complaint would be upheld. He doesn't understand how I've reached such a significantly different outcome.
- As the car has now been sold it's not possible for him to provide further evidence to support his complaint. He feels this is a result of him being passed around and the length of time the process has taken.
- Startline is aware that he was – and still is – struggling financially and with his physical and mental health. The outcome will have a significant impact on him, and he's been put in a bad position – which wouldn't have happened had Startline offered him support.

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'd like to thank both parties for responding to my provisional decision. I've carefully considered Mr M's additional comments. Having done so, I've reached the same outcome as outlined in my provisional decision – for the same reasons. I'll explain why.

Firstly, I'd like to clarify that I've only considered Mr M's concerns regarding the car itself. I've also only considered Startline's actions and obligations as the supplier of the car through a regulated credit agreement. The dealership is a separate entity, and I can't comment on their actions or omissions except where Startline is responsible for them (for example, if it arranged a repair on Startline's behalf). So, while Mr M feels the dealership ought to have offered a longer warranty, or that it should have passed on details of the lock fault, that's not something I can comment on here.

Mr M says he can't provide any further evidence – but he might have been able to had he been asked for it sooner. My role is to weigh up all of the evidence to reach a fair outcome to the complaint – and I can only consider the evidence made available to me. Where evidence is limited I've considered what's more likely than not on the balance of probabilities. I'd like to assure Mr M that I've taken into account his comments and testimony about the car in addition to the engineer report.

Mr M has also mentioned the lock fault, and that he's unfairly in a position where he can't provide further evidence of it. But even if I was satisfied there was a fault with the lock – and that fault meant the car wasn't of a satisfactory quality – that wouldn't necessarily lead me to reach a different overall conclusion about the complaint. Mr M chose to repair the lock and keep the car – and didn't ask to reject it at that point. For the reasons I've explained I don't think the problems Mr M raised in February 2024 rendered the car of an unsatisfactory quality at the point of supply – and that would be the case regardless of the previous issue with the lock.

I appreciate it's come as a disappointment that I've reached a different conclusion to an Investigator who previously looked at the complaint. I'd like to assure Mr M that I've considered his complaint independently and on its own merits – taking into account all of the available evidence and arguments. And the reasons behind my conclusions are outlined in my provisional decision. While Mr M may have been told something different previously, I'm ultimately required to reach my own conclusions about the complaint.

Lastly, I appreciate Mr M feels Startline should have done more to support him given what he's said about his financial and health circumstances. But as I've explained, in this decision I've only considered Mr M's complaint about the car itself. While Mr M feels Startline should have supported him with repairs required in 2024, for the reasons I've explained I'm satisfied it wasn't responsible for those issues – so it didn't need to arrange or contribute towards the repairs for them.

If Mr M feels Startline treated him unfairly in relation to the payment of his agreement or his financial difficulties, that's something he'd need to raise separately. I don't say that to discount what Mr M has said about it – but as it's not part of the complaint I've considered I can't comment on it further.

I know this will come as a significant disappointment to Mr M – and I'm very sorry to hear about the impact this situation is having on him. But having considered his comments my

overall conclusions about the complaint remain the same as outlined in my provisional decision. It follows that I don't uphold his complaint or require Startline to do anything further.

My final decision

My final decision is that I don't uphold Mr M's complaint about STARTLINE MOTOR FINANCE LIMITED.

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

Stephen Billings
Ombudsman