

The complaint

Mr C has complained about the quality of a car provided on finance by Startline Motor Finance Limited. Mr C is represented by a family member when bringing the complaint, but I'll refer to him throughout for ease of reading.

What happened

The circumstances of the complaint are well known to the parties, so I won't go over everything again in detail. But, to summarise Startline supplied Mr C with a used car on a hire purchase agreement in September 2023. The cash price of the car was around £14,000 and it had covered around 43,100 miles since first registration in May 2018. The hire purchase agreement required payments of around £330 for 59 months followed by a final payment of around £340.

Mr C said an oil warning light had come on and the car needed to be recovered in November 2024. Following a vehicle health check the issue was confirmed as a problem with the wetbelt and there was catastrophic engine damage, with estimated repair costs of £8,000. He complained to Startline in January 2025, stating that the car was not fit for purpose, and he requested a repair at no cost.

Startline said that it had asked Mr C to provide some independent evidence to show that the car wasn't of satisfactory quality when it was supplied, but this was not received. Ultimately it did not uphold the complaint.

Mr C referred his complaint to the Financial Ombudsman. An investigator here considered the complaint and said that there wasn't sufficient evidence to show that the car wasn't of satisfactory quality when it was supplied.

Mr C said he didn't necessarily disagree with the view, but wanted to escalate the complaint as far as possible because the cost of the repair was disproportionate to the value of the car.

As an agreement couldn't be reached the complaint was passed to me to make a decision.

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.

When considering what is, in my opinion, fair and reasonable, I take into account relevant law and regulations; regulator's rules, guidance and standards; codes of practice; and what I believe to have been good industry practice at the relevant time.

I'm sorry to hear about the issues that Mr C has experienced. Our investigator has provided a comprehensive view, but I understand Mr C wants another opinion.

I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't

considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Startline is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is also of particular relevance to this complaint. It says that under a contract to supply goods, there is an implied term that “the quality of the goods is satisfactory.”

The CRA says the quality of goods are satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. In a case involving a car, the other relevant circumstances might include things like the age and mileage at the time of supply and the car's history.

The CRA says the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

As a starting point there would need to be some evidence of what the fault was. And secondly, that the fault renders the car of unsatisfactory quality at the point of supply. It doesn't seem to be in dispute that there is a fault with the car, and it needs a significant repair.

The CRA says that “goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer much be taken not to have conformed to it on that day”. This means it is assumed that where a fault occurs which makes the car of unsatisfactory quality within the first six months, it is generally up to the business to put things right. After six months it falls to the consumer to demonstrate the fault would have been present or developing at the point of supply.

As a starting point Mr C needed to demonstrate the fault would have been present or developing at the point of supply. But Mr C hasn't been able to provide sufficient evidence about what caused the wetbelt or subsequent engine failure. The issue here is not straightforward as it likely requires an expert opinion on what has caused the failure. I can understand Mr C's frustration, but I have to keep in mind that I am unable to compel witnesses or investigate in the manner a court might.

The car supplied to Mr C was used, around five years old and had covered around 43,100 miles when it was supplied. There would be different expectations of it than if it was a brand-new car. The car cost around £14,000 which is less than if it were a new car. The price paid reflects the age and condition of the car.

Mr C was able to drive the car for around 3,500 miles in a period of around 14 months, before the reported breakdown in November 2024. Admittedly this is reasonably low mileage. But this is important to note as some of the issues may have arisen or become apparent during this time, but they may not have been present or developing at the point of supply.

It seems Mr C accepts that the car didn't have a full service history when it was acquired. Unfortunately, the history of the car is an unknown risk when buying a used car. The service history, before and after supply, might be a key factor in what has caused the catastrophic failure.

Buying a second-hand car comes with some risk of parts wearing and needing maintenance sooner than you would expect on a brand-new car that isn't as road worn. And unfortunately, not all second-hand cars have been serviced or had parts replaced in line with manufacturer's recommendations. But that doesn't necessarily mean that the car isn't of satisfactory quality.

In order to make a reasonable finding on whether the car was durable I would need to be more persuaded on what had caused the fault. It wasn't unreasonable for Startline to expect there to be more evidence about what had caused the problem.

I can understand that Mr C is disappointed that the car has such a significant problem, that might not be cheap or easy to rectify. What I have to bear in mind is that just because I've seen there was a fault which came about around 14 months after supply, this doesn't necessarily mean the car wasn't of satisfactory quality when it was supplied.

I'm sorry to disappoint Mr C, but without sufficient evidence of a fault which made the car of unsatisfactory quality at the point of supply, I find I don't have the grounds to direct Startline to do anything to resolve this complaint.

Mr C doesn't need to accept my decision, and then he'll be free to pursue the complaint by other means, such as through the court, after getting legal advice as necessary.

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 Mr C to accept or reject my decision before 8 January 2026.

Caroline Kirby
Ombudsman