

## **The complaint**

Miss T complains about the quality of a car supplied to her by Startline Motor Finance Limited (“Startline”).

## **What happened**

Before I start here, I just wanted to say that I am satisfied having assessed the 1800 pages of emails and evidence now provided on this case that the below is a relevant summary of what’s gone on and any minor differences to what parties believe happened doesn’t change my opinion on what’s a fair outcome here. I’ve deliberately simplified things where detail isn’t adding anything to the outcome of the case, in an attempt to get this decision finalised for Miss T who has been chasing for it due to financial pressures.

Our service is supposed to be quick and informal, and this case has been neither so far for a number of reasons, so this is intended to focus on the important things to get the decision finalised.

Miss T entered into a hire purchase agreement with Startline dated 29 March 2025 for the supply of a used car. The car was around seven years old when supplied and while there doesn’t appear to be a record of its mileage at the point of supply, it had likely covered around 80,000 miles judging by the MOT it passed at around 79,600 miles a few days before.

Miss T raised a complaint in mid-April 2025 with Startline due to an engine management light appearing which related to a faulty rear indicator light and a tyre pressure monitoring system light.

Because she lived so far from the supplying dealership, Miss T was reluctant to return the car to them for repairs or investigation, but when she spoke to local garages, they said she’d need the light to be repaired by a manufacturer dealership.

Whilst this was happening, she had concerns about the brakes due to noise coming from them and took the car to have these checked on 2 May 2025. The report/quote produced by the garage who looked at the brakes said the brakes had been painted to make them appear newer than they were and quoted for replacement of the rear discs and pads.

There were then ongoing discussions between Startline, the broker involved, and Miss T, in an attempt to resolve things, but it was clear by late June 2025 that this wasn’t possible, and the case was referred to our service.

Startline also issued a final response letter (FRL) at this point saying they weren’t required to authorise third party repairs and wanted the car to be returned to the supplying dealership for investigation and repairs. They did highlight that they had offered Miss T the chance to reject the car as the faults had presented inside the first 30 days, but she had declined this.

However communications continued between the parties and a further FRL was issued by Startline in July 2025, explaining they were willing to cover the costs of the indicator light

repairs and brake repairs as a goodwill gesture, but this would not extend to accepting liability for the faults as they hadn't had the opportunity to investigate or repair these faults which they felt were usually serviceable/maintenance items.

An investigator at our service investigated the complaint and issued three opinions. In the first, they didn't uphold the complaint citing wear and tear as the likely causes, but in their second opinion they changed their view having received further evidence and upheld the complaint and recommended repair costs were covered as well as return of several monthly payments.

Startline pushed back on this saying that they had made offers to cover repair costs on provision of quotes, but Miss T had taken several months to follow up and get quotes or repairs, and they didn't feel it was fair for them to refund monthly payments on this basis for that period.

The investigator issued a third opinion at this point, still upholding the complaint but removing the refund of monthly payments from the period after Startline had offered to fund repairs. Miss T didn't accept this as she didn't think this was fair, so the case has come to me for a final 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. 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 view on the balance of probabilities – what I think is most likely 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. Miss T was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Startline are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Startline can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Miss T to show it was present when the car was supplied.

So, if I thought the car was faulty when Miss T 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.

The parties are now not in dispute around the fact that the car wasn't of satisfactory quality when supplied. However, the delays in reaching this stage mean that putting things right has become very muddled.

Whilst the car was around seven years old and had covered 80,000 miles when supplied, the fact that the indicator light has failed so quickly, alongside the identified problems with the brakes, mean I agree, it wasn't of satisfactory quality.

In putting this right, unfortunately, for unrelated reasons, the obvious remedy has been dismissed by Miss T. These issues were identified within the first 30 days, meaning she would be entitled to reject the car. I was glad to see Startline did make her aware of this, but she has declined, citing not wanting to be without a car or difficulties getting another.

Miss T is absolutely entitled to do this, but I'd suggest to her that having discovered the car seems to have had its brake pads painted to conceal their actual age and wear, that would concern most people enough to want to go through the inconvenience of giving the car back and ending the agreement. But this isn't what she wanted to do, so Startline have moved on to try to arrange for the car to be repaired.

Miss T understandably wasn't keen to present the car back to a dealership at the opposite end of the country for repairs. I'd suggest that when acquiring a car, the distance from the supplying dealers should be something in future she considers for exactly this sort of eventuality. Similarly, Startline may wish to think about how they intend to deal with this type of issue in the future, with so many of their brokers now advertising cars online meaning customers can see a car they want that is hundreds of miles from where they live.

After some debate and arguments, Startline did offer to fund repairs locally to Miss T once she had provided a quote that they would authorise. Startline have provided us with emails showing they offered this to Miss T on 23 May 2025 and in two subsequent emails. But they didn't receive any quotes to authorise.

I'm unclear having done this why they then issued an FRL in June 2025 not upholding the complaint, and another in July 2025 only offering the repairs as a gesture of goodwill and not accepting liability because Miss T hadn't taken the car back to the supplying dealership. If they had any doubts about the repairs needed, I'd have expected them to arrange themselves for a mechanic to inspect the car, such as an independent engineer. This further added to the delays and the stress for Miss T which is unfortunate.

However, once Miss T had been authorised to get the repairs done on supply of a quote, I don't know why she didn't choose to do this until October 2025, many months later. This period is one of the key remaining points not agreed between the parties. I am in agreement with the final view provided by the Investigator here, that once Startline had contacted Miss T with offers to fund repairs, then Miss T isn't entitled to a refund of her monthly rentals for further delays, because they were her delays.

The mileage of the car is somewhat confusing here, with parties not in agreement what it was at the beginning of the contract. Miss T says she didn't make a note of the mileage at delivery, and as such, I think its most likely it was close to the last MOT noted mileage which occurred a few days before the car was supplied and showed around 79,600 miles. The mileage provided to our service by Miss T shows a mileage of around 83000 miles and was sent to us around the end of August 2025. As such, she'd likely covered over 3,000 miles in the five months since supply, so I think it's fair that she pays the monthly payments for this period, once Startline had offered to pay for repairs. Whether she had done most of the miles prior to the 23 May 2025 when Startline offered to pay for repairs, or after this point,

will be impossible to evidence either way. As such, I must conclude she's had fair usage and its fair therefore to pay for this period.

I agree with the Investigator that she should be refunded for the period after raising her complaint, until 23 May 2025 when Startline offered to fund repairs locally. Please note, the date the complaint was raised is slightly different in several places. Startline have said in their FRL that Miss T raised her complaint with them on 11 April 2025, then in their submission to our service have said the 14 April 2025, and our investigator used the date 23 April 2025. I think its most likely, bearing in mind the 11<sup>th</sup> was a Friday and the 14<sup>th</sup> a Monday, that Miss T raised the complaint on 11 April 2025. On this basis, I think she should be refunded back to that date. As this is only a very small change from the view, I'm not persuaded it needs a provisional decision for Startline to consider it.

The final issue that seems to be in dispute is the front brakes. When Miss T originally complained, the garage estimates and report were to replace rear discs and pads and talked about the brakes having been painted to disguise their age/wear. Miss T thinks Startline should be liable for the front brake replacements as well as she feels all the pads and discs had been painted to disguise their wear, and she was quoted for front discs and pads in October 2025 when getting the other work done.

I'm afraid I don't agree with Miss T here. By the time she is quoted for this work in October 2025, she's had the car for six months and covered at least 3000 miles. Originally, the estimates and report from the garage in May 2025 didn't say the front discs and pads needed to be replaced, so as such, I am satisfied that it's most likely that the front discs and pads have worn further during Miss T's ownership and brakes are very much a maintenance issue, where wear and tear means reasonably regular replacements. They also don't wear evenly; depending on type of journey and driving style, front and back can wear at different speeds as can driver's side or offside.

I've seen no evidence that the front brake discs and pads were of unsatisfactory quality at the point the car was supplied to Miss T. As such, the replacement of the pads and discs forms part of her ongoing maintenance for a used car, and Startline aren't responsible for this.

Miss T has mentioned further issues she's had more recently with the car, but they don't form part of this complaint. I'd encourage her to raise them with Startline as a new complaint if she still has concerns but would remind her of the CRA as discussed above. Now that she's had the car for over six months, the balance of proof moves to her to prove any issues were present or developing when the car was supplied to her, or that the car wasn't sufficiently durable.

But for this complaint, I'm satisfied that Miss T didn't want to reject the car and instead wanted it to be repaired. The repairs invoice carried out in September 2025 totalling £1,044.42 should be refunded to Miss T, and she should be refunded her monthly payments pro rata for the period from 11 April 2025 to 23 May 2025.

Miss T has also sent in numerous receipts for Uber trips, but I'm not persuaded that Startline should have to refund her for most of these. The only ones I am satisfied would be fair to refund are on the dates she had the car repaired on 25 and 26 September, when she had to take the car to a garage and leave it to be repaired. As Startline asked her to arrange the repairs and would only agree a quote once they signed it off, I think she likely felt she had to find value and couldn't potentially just use a garage nearer to her home or workplace, so they should refund her for these two days of Uber receipts.

Miss T has also said about refunds for diagnostics she carried out to identify the problems. I agree that diagnostics for the original problems should be refunded and have seen an invoice for £35 for a diagnostic scan from when she first identified the problems when the engine management light came on, which I agree Startline should refund.

Finally, I was sorry to hear about the health issues triggered for Miss T which she's told us was because of the stress of this complaint. But I'm not persuaded that she should be awarded any more than the £200 the Investigator recommended here for distress and inconvenience. Whilst I do think Startline could have been clearer more quickly with what Miss T needed to do here, I think some of the stress is because of the delays which Miss T bears some responsibility for. I also feel that some of the stress has come from finding out about the brakes but then choosing not to reject the car, which was offered to her.

This is one of the reasons why if I was involved with this complaint back in April/May 2025 when it first occurred, I'd likely have suggested to Miss T that she should reject the car, to avoid any ongoing or unexpected future problems. Startline did give her this option, but she declined, and I wouldn't say they've caused all the future stress and upset that's occurred along this complaint journey for Miss T. I am satisfied that £200 is a fair amount for the distress and inconvenience caused by Startline here from the supply of a car of unsatisfactory quality.

Overall, I'm sorry for the problems Miss T has had here with the car, but I'm not persuaded that the compensation she's due should be increased further than what has already been recommended by the Investigator at our service. Startline supplied her with a car of unsatisfactory quality but have offered her fair options to resolve things at various points, even though the journey has been slightly confused at times.

### **Putting things right**

I instruct Startline to carry out the following to put things right:

- Refund Miss T for her invoice for repairs to the car dated 26 September 2025 for £1044.42 on supply of proof of invoice and payment.
- Refund Miss T for Uber receipts for 25 and 26 September 2025 on supply of proof of invoice and payment.
- Refund Miss T her monthly payments for the period 11 April 2025 to 23 May 2025 inclusive.
- Refund Miss T for reasonable diagnostic charges carried out to diagnose the car's problems on supply of proof of invoice and payment.
- All amounts to be refunded should include 8% simple yearly interest, from the date of payment to the date of settlement.
- Additionally, pay Miss T £200 for the distress and inconvenience caused by the supply of a car that wasn't of satisfactory quality.
- Remove any adverse information from Miss T's credit file relating to this agreement for the period up to 23 May 2025.

### **My final decision**

I am upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 18 February 2026.

Paul Cronin  
**Ombudsman**