

The complaint

Miss I complains that a used car supplied to her under a hire purchase agreement by Startline Motor Finance Limited (Startline) is of unsatisfactory quality.

What happened

Miss I took out the hire purchase agreement with Startline on 28 August 2024 for the supply of a used car that was around five and a half years old and had done around 33,136 miles. The cash price of the car was £9,640. Miss I paid a deposit of £2,000 and is to pay 23 monthly instalments of £385.25 and a final instalment of £395.25 under the hire purchase agreement.

In March 2025, the car was found to have a timing belt fault. Because of this, in May 2025, Miss I complained to Startline that the car wasn't of satisfactory quality. In June 2025, Startline closed Miss I's complaint saying she hadn't given it evidence that the timing belt fault was present or developing at the time it supplied the car to her. At this point, Miss I referred her complaint to us

In June 2025, the car was found to have a number of further issues, including an Engine Control Unit (ECU) internal fault that caused the car to lose power on a motorway and break down. Miss I again complained to Startline that the car wasn't of satisfactory quality. Startline said it couldn't take Miss I's complaint further because she hadn't given it a report from an independent motor engineer showing the faults were present or developing at the time it supplied the car to her.

The investigator who looked at Miss I's complaint didn't uphold it. He thought the faults with the car were due to a reasonable level of wear and tear. He also said he hadn't seen any evidence the car wasn't of satisfactory quality when it was supplied.

Miss I disagrees with our investigator. She says the clustering and escalation of the faults within a short period of time isn't consistent with the car being reasonably durable. Miss I doesn't think it's right that the absence of an independent motor engineer's report should determine the outcome of her complaint, where there is documentary evidence, including professional diagnostics and breakdown records, that shows there were faults.

So Miss I's complaint has come 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.

I've also considered the relevant law and regulations, any regulator's rules, guidance and standards, any codes of practice, and (if appropriate) what I consider was good industry practice at the time.

Having done so, I've decided not to uphold Miss I's complaint. I'll explain why.

Startline supplied Miss I with a car under a hire purchase agreement. This is a regulated consumer credit agreement, which means we can look at complaints about it against Startline.

The Consumer Rights Act 2015 (CRA) covers agreements such as Miss I's. Under it, there's an implied term that the goods supplied will be of satisfactory quality. And the CRA says 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, its cash price and its durability.

The CRA also 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.

As I've mentioned, when Startline supplied the car to Miss I, it was around five and a half years old, had done around 33,136 miles and had a cash price of £9,640. So I wouldn't have the same expectations of this used car as I would of one that was brand-new. As with any car, there'll be ongoing maintenance and upkeep costs. In used cars, it's more likely parts will need to be replaced sooner or be worn faster than in brand-new cars. That means Startline wouldn't be responsible for anything that was due to normal wear and tear while the car was in Miss I's possession.

The first thing I have to look at in deciding Miss I's complaint is whether there were faults with the car. I don't think there's any dispute about this. A repair estimate from a car dealership in April 2025 refers to the timing belt being swollen. A job sheet for a full service from another repairer in June 2025 refers to the air filter, oil filter, cabin filter, fuel filter, oil, sump plug washer, windscreen wiper, rear brake discs and pads and suspension coil spring being replaced, alongside a caliper repair. A report from a breakdown recovery service in August 2025 said there was a fault in the ECU. And an ECU fault reading, also from August 2025, said there was an intermittent internal fault with the ECU component.

But that there were faults with the car doesn't automatically mean it wasn't of satisfactory quality when Startline supplied it to Miss I. So that's the second thing I need to look at in deciding her complaint. For me to decide a car is of unsatisfactory quality, I must think it's likely the faults were present or developing at the time when Startline supplied the car and were caused by an inherent defect, rather than normal wear and tear.

By the time the timing belt needed to be replaced, the car was six years old. I don't think it would be unusual for a timing belt – a component that degrades over time – to need to be replaced in a six-year-old car. The car had also travelled nearly 3,000 miles from the time Startline had supplied it before the fault emerged. And there's nothing in the repair estimate from the car dealership saying the fault was likely present or developing when Startline supplied the car to Miss I. In the absence of expert evidence to the contrary, I think it's more likely than not the timing belt fault was due to normal wear and tear and required replacement as part of ongoing maintenance of the car.

Similarly, I think parts that were replaced or repaired in June 2025, when the car had a full service (and when it had by then travelled over 3,000 miles since supply), were parts I'd expect to degrade over time due to normal wear and tear and to require replacement or repair as part of ongoing car maintenance. And, again, there's little in the repairer's service job sheet that points to faults being present or developing at the time of supply. There is a

note saying the air and pollen filters that were replaced as part of the service were the originals from 2019. My own research suggests that air and pollen filters should be replaced every 12,000 to 15,000 miles or annually. But I don't think this alone is enough to say the car was of unsatisfactory quality when Startline supplied it. On balance, and in the absence of stronger evidence, I don't think the parts that were replaced or repaired as part of the service meant the car was of unsatisfactory quality when Startline supplied it to Miss I.

In relation to the internal fault with the ECU, it's my understanding that an ECU can, and often does, degrade over time due to the combined effects of heat and vibration. Given that the fault didn't appear until the car had travelled over 3,000 miles from the time Startline supplied it to Miss I, I think it's more likely than not it wasn't developing at the time of supply.

I know Miss I is firmly of the view that the clustering and escalation of the faults with the car point to it being insufficiently durable when supplied. And in her most recent correspondence, Miss I has invited me to look at the overall fairness of the outcome of her complaint, rather than the individual components.

I am sorry Miss I's experience with the car hasn't been a happy one. But used cars often do require substantial ongoing maintenance. There's nothing in the evidence I've seen from either of the repairers or the breakdown recovery service to suggest the car had inherent defects at the time Startline supplied it to Miss I such as to make it of unsatisfactory quality at that time. It seems to me all the faults that have been identified relate to items that degrade over time. And so I think – having also taken into consideration the age and mileage of the car and its cash price – it's more likely than not they were due to normal wear and tear, rather than to the car being of unsatisfactory quality when supplied.

Miss I has said Startline didn't engage with her substantively when she complained about the issues she was having. Startline said it had contacted Miss I three times to get what it describes as crucial evidence and documents and was closing her complaint because she hadn't responded. It said the evidence Miss I had supplied so far wasn't enough to progress her complaint and she'd need to get an independent motor engineer's report to show that the fault with the timing belt was present or developing at the time of supply. It gave Miss I the names of two companies who offered this service. In another letter in August 2025, Startline again said it would need an independent motor engineer's report to enable it to revisit Miss I's concerns and again gave the names of two companies who offered this service. On the basis of this evidence, I don't think the way Startline engaged with Miss I was unreasonable or unfair.

Miss I also says she raised concerns with Startline about affordability and requested payment forbearance while the car was unusable and under investigation. Miss I says Startline refused these requests. Looking at Miss I's case file, this isn't an issue she's complained to Startline about, so it hasn't had the opportunity to investigate it and respond to her. That means I can't make any findings on this issue – Miss I would need to make a new complaint to Startline about it and, if she's unhappy with the response, refer the complaint to us. But if Miss I is experiencing financial hardship, I'd expect Startline to treat her with due consideration and respect.

My final decision

For the reasons I've given, I don't uphold Miss I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 3 March 2026.

Jane Gallacher
Ombudsman