

The complaint

Mr N complains that a car that was supplied to him under a hire purchase agreement with Startline Motor Finance Limited wasn't of satisfactory quality. Mr N's son is also involved with his complaint.

What happened

A used car was supplied to Mr N under a hire purchase agreement with Starline Motor Finance that he electronically signed in September 2024. The price of the car was £10,895 and Mr N agreed to make 59 monthly payments of £313.69 and a final payment of £323.69 to Startline Motor Finance.

Mr N complained to Startline Motor Finance about issues with the car in April 2025. The car was inspected by an independent expert in May 2025 and Starline Motor Finance then said that it was unable to uphold his complaint. Mr N wasn't satisfied with its response, so he referred his complaint to this service. Mr N's son says that car was then returned to Startline Motor Finance and the hire purchase agreement was terminated, but there's still a large amount of finance outstanding that Mr N has to pay.

Mr N's complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He thought that the car met the standard a reasonable person would regard as satisfactory for its age, mileage and price, so he couldn't fairly say that Startline Motor Finance had breached its obligations under the hire purchase agreement.

Mr N rejected the investigator's recommendation and his son has asked that the complaint be looked at again. Mr N's son says, in summary and amongst other things, that:

- Mr N hasn't been treated fairly and he asked to reject the car within the three month warranty period;
- problems started to arise with the car less than one week after it was picked up from the garage and the broker was made of the problems, which included noise from the brakes and engine and issues with the battery and central locking;
- the battery and central locking issues were fixed but the noise coming from the engine, which was identified in the inspection report as coming from the auxiliary tensioner, was never dealt with although the auxiliary tensioner had been replaced a few days before the car was picked up;
- an intermittent but awful squealing noise from the brakes was never fixed;
- the independent expert didn't even raise the car on a ramp and seems to have completed the inspection at the side of the road; and
- Mr N gave the broker and garage plenty of opportunities to fix the problems that had been identified during the warranty period, so he chose to reject the car and now has to pay an extortionate amount to clear the finance on a faulty car that he tried to have fixed and had tried to reject.

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.

Startline Motor Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr N. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr N was first registered in March 2017, so was about seven and a half years old, the inspection report says that its mileage when it was supplied to Mr N was 75,621 miles and the price of the car was £10,895. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

The car had passed an MOT test in June 2024 when its mileage was recorded as 75,209 miles. There were advisories about the rear brake pads wearing thin, an oil leak and the tread on the front tyres wearing thin. The car was supplied to Mr N about three months later and the inspection report says that its mileage at that time was 75,621 miles, so only 412 miles more than when the car had passed the MOT test.

Mr N's son says that there were problems with the car less than one week after it supplied to Mr N which included noise from the brakes and engine and issues with the battery and central locking. He says that the issues with the battery and central locking were fixed but that the noise issues continued. Neither Mr N nor his son has provided any diagnostic evidence from a garage or mechanic about a fault with the car's brakes or engine and nor has either of them provided any other evidence showing the noise issues about which Mr N has complained.

The car was inspected by an independent expert in May 2025 and a photo in the report shows that the car's mileage at that time was 86,203 miles, so in about eight months since the car was supplied to Mr N it looks to me as though it had been driven for 10,582 miles. The report says:

"We can conclude that there is an abnormal noise from the auxiliary belt tensioner bearing, along with the timing chain on initial start-up. These are considered to be wear induced and would not have been developing at inception. No fault could be found with the braking system at the time of our inspection".

Mr N's son has raised concerns about the inspection but the independent expert has explained his duty to the court and says: *"The opinions are my own professional opinion and have not been influenced in any way, shape, or form"*. The inspection report is the only independent evidence that's available to me about this complaint and I consider that it's appropriate for me to use that evidence when deciding what's fair and reasonable in these circumstances.

The car was more than eight years old at the time of the inspection and it had been driven for more than 86,000 miles, including for more than 10,000 miles since it was supplied to Mr N. I'm not persuaded that there's enough evidence to show that the noise issues about which Mr N has complained caused the car not to have been of satisfactory quality when it was supplied to him or that he had the right to reject the car. I've carefully considered all that Mr N and his son have said and provided about this complaint, including Mr N's son's detailed response to the investigator's recommendation, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Startline Motor Finance to take any action in response to Mr N's complaint.

Mr N's son says that car has been returned to Startline Motor Finance and the hire purchase agreement was terminated, but there's still a large amount of finance outstanding that Mr N has to pay. If he hasn't already done so, I suggest that Mr N contacts Startline Motor Finance to discuss his options for repaying the amount that he owes it. If Mr N is unable to repay that amount and is experiencing financial difficulties, it's required to respond to those financial difficulties positively and sympathetically.

My final decision

My decision is that I don't uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 2 March 2026.

Jarrold Hastings
Ombudsman