

## **The complaint**

Mr R complains that a car that was supplied to him under a hire purchase agreement with Startline Motor Finance Limited wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Mr R under a hire purchase agreement with Startline Motor Finance that he electronically signed in October 2024. The price of the car was £10,989 and Mr R agreed to make 59 monthly payments of £285.71 and a final payment of £295.71 to Startline Motor Finance.

The car's timing chain snapped in August 2025 and Mr R complained to Startline Motor Finance. It said that it hadn't been able to fully investigate his complaint as it hadn't received evidence that the fault was present or developing at the point of sale or was the result of a previously authorised repair. Mr R wasn't satisfied with its response so referred his complaint to this service.

Mr R's complaint was looked at by one of this service's investigators who, having considered everything, didn't think that Startline Motor Finance had acted fairly. He didn't think that the car was of satisfactory quality at the point of supply and he thought that it would be fair if Startline Motor Finance covered the cost of the repair. He recommended that it should: collect the car and arrange for it to be repaired at no cost to Mr R; remove liability from Mr R for any payments covering the period from August 2025 until the car had been repaired and returned to him; remove any adverse information from Mr R's credit file relating to missed payments for that period and remove any late payment fees for that period; and pay £200 for the distress and inconvenience that's been caused.

Startline Motor Finance then arranged for the car to be inspected by an independent expert and asked for the complaint to be referred to an ombudsman. It has also provided a response to the investigator's recommendation from the dealer. Although Mr R accepted the investigator's recommendation, he has since asked that consideration be given to freeing him from the hire purchase agreement. The investigator has more recently said that Startline Motor Finance has terminated the hire purchase agreement, so he recommended that it should also reinstate the agreement.

## **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 R. 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 R was first registered in August 2020, so was about four years old, Startline Motor Finance says that it had been driven for

45,567 miles and the price of the car was £10,989. 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 broke down in August 2025, about ten months after it was supplied to Mr R, and the breakdown report records the car's mileage as 52,808 miles. The car had passed an MOT test in August 2024, about two months before it was supplied to Mr R and its mileage was recorded at the time of that MOT test as 45,571 miles.

The car was recovered to a garage that was a manufacturer's dealer, where it was inspected, and the garage said:

*"Looking at the chain there is no signs of wear and seems to be a sudden failure. There are signs that this may have been caused by poor service history evident due to the build up old sticky oil in the head. There is no interval for the chain replacement as this should last the life of the vehicle".*

The garage provided an initial estimate of £954.58 for the required repairs, but said that the estimate depending on the condition of the car when the necessary dismantling had occurred. In response to the investigator's recommendation, Startline Motor Finance has arranged for the car to be inspected by an independent expert. The inspection report says:

*"We can conclude that the camshaft link chain has worn and stretched, resulting in subsequent shearing of a link. It is not considered possible for this issue to have been developing at inception, based on the successful usage of the vehicle".*

The report also says:

*"In our opinion, the rocker arms have broken up and distorted to varying degrees, indicative of valve to piston contact. The contact has occurred due to a loss of relational valve timing, which is caused by the camshaft link chain shearing. The chain is evidently worn and stretched, and as such, the chain has subsequently jumped in position whilst in use, causing the links to pull apart as a result of shock loading. The poor condition lubricant is also considered to be a contributory factor".*

The car was advertised as having had one owner and with a service history. I've seen no evidence to show that the car had been serviced in accordance with the manufacturer's recommendations, but Mr R has provided evidence to show that it was serviced in July 2024, when its mileage was recorded as 45,475 miles, and in October 2024, before it was supplied to him. Mr R has also provided evidence to show that the car was serviced in August 2025.

In complaints such as this one, where the evidence is incomplete, inconclusive or contradictory, I have to make my decision on the balance of probabilities and on what I consider is most likely to have happened in light of the available evidence and the wider circumstances. The car was about five years old and had been driven for 52,482 miles when the timing chain snapped. The car cost £10,989 and I consider that it was reasonable for Mr R to expect that he'd be able to use the car for more than ten months and to be able to drive it for more miles than he was able to. This is a finely balanced complaint, but having carefully considered all that Startline Motor Finance has said and provided, including its responses to the investigator's recommendation, I consider it to be more likely than not that the car wasn't as durable as it was reasonable for Mr R to expect it to be and, for that reason, that it wasn't of satisfactory quality when it was supplied to him. I find that it would be fair and reasonable in these circumstances for Startline Motor Finance to take the actions described below to put things right.

## **Putting things right**

I find that it would be fair and reasonable for Startline Motor Finance to arrange and pay for the car to be repaired. I'm not persuaded that the faults with the car justify a rejection in these circumstances, so I don't consider that it would be fair or reasonable for me to require Startline Motor Finance to allow Mr R to reject the car.

Mr R hasn't been able to use the car since it broke down in August 2025. I don't consider that it's fair or reasonable for him to have to make any payments under the hire purchase agreement for the period from then until the repaired car is returned to him. I find that Startline Motor Finance should remove Mr R's liability for any payments that were due for that period. If Mr R has made any monthly payments to Startline Motor Finance for that period, I consider that those payments should be refunded to him.

Startline Motor Finance terminated the hire purchase agreement in November 2025, but hasn't repossessed the car. I find that it would be fair and reasonable for it to reinstate the hire purchase agreement and to remove from Mr R's credit file any adverse information that it's reported to the credit reference agencies about the monthly payments that were due from Mr R under the hire purchase agreement for the period from August 2025 until the repaired car is returned to him. I find that it should also remove any late payment fees and other charges that it's applied to Mr R's account for missed payments for that period.

Startline Motor Finance says that Mr R hasn't made any payments to it under the hire purchase agreement since July 2025. If there are arrears on Mr R's account for the period prior to August 2025, I consider that Startline Motor Finance should try to agree an affordable repayment arrangement with Mr R for those arrears.

Mr R has provided an impact statement and the investigator described the distress and inconvenience that Mr R had been caused as a result of being supplied with a car that wasn't of satisfactory quality and the other issues about which he'd complained. I agree with the investigator that it would be fair and reasonable for Startline Motor Finance to also pay £200 to Mr R to compensate him for that distress and inconvenience.

## **My final decision**

My decision is that I uphold Mr R's complaint and order Startline Motor Finance Limited to:

1. Arrange and pay for the car to be repaired.
2. Reinstate the hire purchase agreement.
3. Remove Mr R's liability for any payments that were due under the hire purchase agreement for the period from when the car broke down in August 2025 until the repaired car is returned to him.
4. If Mr R has made any monthly payments to Startline Motor Finance for that period, refund those payments to him.
5. Remove from Mr R's credit file any adverse information that it's reported to the credit reference agencies about the monthly payments that were due from Mr R under the hire purchase agreement for the period from August 2025 until the repaired car is returned to him.
6. Remove any late payment fees and other charges that it's applied to Mr R's account for missed payments for that period.

7. Try to agree an affordable repayment arrangement with Mr R for any arrears under the hire purchase agreement for the period prior to August 2025.
8. Pay £200 to Mr R to compensate him for the distress and inconvenience that he's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 March 2026.

Jarrod Hastings  
**Ombudsman**