

## **The complaint**

Mr F complains about the quality of a car he has been financing through an agreement with Blue Motor Finance Ltd, who I'll call "BMF".

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I know it will disappoint BMF, but I don't think this car was of satisfactory quality when supplied and I think they need to put things right for Mr F. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr F acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then BMF, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is 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 like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr F. The car here was about eight and a half years old and had already completed about 64,000 miles. So, I don't think the car would be likely to be entirely fault free, as would perhaps be the case for a brand new car.

I've reviewed BMF's system notes, the photographs Mr F has provided, and the recovery invoice. It would have been helpful to have a report from the police or the recovery driver to corroborate Mr F's testimony that they'd suggested the wheel probably hadn't been put on properly. But I'm persuaded that was likely to be the case because:

- The photographs of the inside of the alloy show significant wear that I think would be consistent with such a failure.

- The tyre was clearly new and that would suggest it had been changed before the car was supplied to Mr F. I think that supports his testimony that it was changed before the MOT completed, ahead of the sale. The car had therefore driven only about 2,500 miles since the wheel had been replaced. I think it's likely a poorly fitted wheel could stay on for a few thousand miles but not for significantly more.
- The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when BMF were responsible for its quality, unless they can demonstrate otherwise. I'm not persuaded that BMF have provided such evidence. Whilst they may protest that they weren't given a chance to inspect and repair the car, I can see from their system notes that Mr F had explained he'd been in touch with the supplying dealer and hadn't heard back from them. I don't think, in those circumstances, it was unreasonable of him to proceed with the repair.

So, I don't think this car was of satisfactory quality when it was supplied and I think BMF should therefore refund the recovery vehicle charge (£340), and the cost of the replacement alloy wheel (£315). They should also refund the cost to repair the damaged body panels Mr F has evidenced in his photographs, or arrange the repairs for Mr F at their expense.

On 26 November 2021 a roadside recovery report explained that Mr F needed further assistance with his car as there was smoke coming from his brakes. Brakes are, as BMF have explained, a wear and tear item, but as the car had passed an MOT the day before it was supplied to Mr F I don't think a reasonable person would expect to have smoke coming from them only 2,500 miles and three months later. I've already explained that given the limited time Mr F had been in possession of the car the onus was on BMF to demonstrate the fault wasn't present at the point the car was supplied. I don't think they've been able to do that, and I don't think this was a simple matter of brakes being worn through wear and tear. It's unusual for brakes to smoke and I think BMF should have investigated the issue. On the evidence I have I'm persuaded, on balance, that the fault was present or developing when the car was supplied to Mr F and that it would be fair to ask BMF to refund that cost as well.

Mr F has been inconvenienced by these issues. He's had to be recovered from busy roads on a couple of occasions and has had to escalate his complaint to this service when I think it could have been resolved earlier. In the circumstances, I think BMF should pay him £150 in compensation.

Mr F has also complained about issues with an electric window and his rear brakes, but they're not issues that BMF have been told about and Mr F will need to raise a complaint with them first before this Service can consider any escalation of the matter.

### **Putting things right**

BMF should put things right in the way I've set out above and detailed below. They'll need to add interest to any refunds as Mr F has been deprived of the money.

### **My final decision**

For the reasons I've given above I uphold this complaint and tell Blue Motor Finance Ltd to:

- Refund the cost of the replacement alloy (£315), the recovery cost (£340), and the brake repairs (£341.88), and add 8% simple interest per year from the date of payment to the date of settlement.
- Pay for repairs to the damaged bodywork panels Mr F has evidenced in his photographs or arrange them on Mr F's behalf. If Mr F has already paid for these

repairs, BMF should refund that cost and add 8% simple interest per year from the date of payment to the date of settlement.

- Pay Mr F £150 to compensate him for the distress and inconvenience caused.
- Remove any adverse reports they may have made to Mr F's credit file in relation to this issue.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 23 May 2023.

Phillip McMahon  
**Ombudsman**