

The complaint

Mr T complains that the car he acquired through a hire purchase agreement in May 2022 wasn't of satisfactory quality.

What happened

Mr T acquired a used car through a hire purchase agreement with BMFL. He says he needed to return to the dealer on several occasions for repairs to be completed. He raised a complaint with Blue Motor Finance in October 2022 about the issues with the car.

BMFL issued a final response letter dated 24 November 2022. It noted the issues Mr T had raised and contacted the dealership about these. It said the dealership confirmed it was happy to assist with repairs and that it then spoke to Mr T who accepted the offer of repair. It therefore upheld Mr T's complaint in regard to there being issues with the car and said the offer of repair had been accepted. Mr T contacted BMFL to say the issues were ongoing and the dealership hadn't been able to provide a courtesy car.

In December 2022, the car failed its MOT due to the *Nearside Front Anti-roll bar linkage pin or bush likely to become detached drop link has detached*. Mr T arranged for a vehicle health check, and this confirmed the anti-roll bar linkage that had been fitted was not a part provided by the car's manufacturer and wasn't right for the car. This information was sent to BMFL which said the parts didn't need to be manufacturer parts and as this part was a wear and tear item it didn't accept the request for rejection of the car.

Mr T wasn't satisfied with the response from BMFL and raised his complaint with this service. Our investigator upheld this complaint. He said the anti-roll bar linkage that had been fitted on the car wasn't correct and couldn't perform its task. Given this he thought the car wasn't of satisfactory quality when supplied. He noted the repairs that had happened to the car and thought it fair that Mr T be allowed to reject the car, have his deposit refunded and have any payments made from 30 December 2022 refunded.

BMFL didn't accept our investigator's view. It said while the engineer confirmed that non-manufacturer parts were fitted it didn't say this was dangerous. It said it hadn't been established when the replacement part was fitted and said the dealership didn't undertake the replacement. It said that it should have the right to repair and offered to replace both drop links with parts supplied by the manufacturer. It noted that there was also the outstanding issue with the seat belt that Mr T had decided not to proceed with pending the outcome on this service's investigation.

Following this response, Mr T said he would be paying for repairs (at a cost of £150) and intended to keep the car. Given this our investigator updated his recommendation to:

- Refund any payments from 30 December 2022 until when the vehicle is repaired
- Refund the £142.01 cost of having the fault diagnosed
- Refund the cost of the repair

- Pay 8% simple interest on the above refunded amounts
- Remove any adverse information from Mr T's credit file
- Pay Mr T £150 compensation.

BMFL didn't accept our investigator's view and requested a decision be issued.

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.

Mr T acquired a used car through a hire purchase agreement. Under the regulations, specifically the Consumer Rights Act 2015, BMFL can be held liable if the car wasn't of satisfactory quality at the point of supply. Satisfactory quality takes into account factors such as the age and mileage of the car. In this case the car was over seven years old and had been driven over 52,000 miles. Given this it would be expected that the car would have suffered some wear and tear and it is also possible with used cars that issues can arise shortly after acquisition even if they weren't present at supply.

Mr T has explained that he returned the car to the dealership on several occasions due to issues with the car. Repairs were attempted on more than one occasion, but issues remained. I can appreciate how frustrating this must have been and I note Mr T's comments about issues with trying to get repairs when no courtesy car was available. This complaint is about BMFL and I cannot hold BMFL responsible for any issues arising from the service provided by the dealership.

Mr T raised several concerns with BMFL in October 2022 and it was agreed that the dealership would undertake repairs. I find this a fair remedy. However, in December 2022, the car failed its MOT with the following being reported '*nearside front anti-roll bar linkage pin or bush likely to become detached drop link has detached*'. The MOT noted this as a dangerous defect and said the car shouldn't be driven until this was repaired. There were also comments about the registration plates needing replacing but this was a matter for Mr T to resolve.

Mr T took the car for a vehicle check. I have listened to the report, and it is stated that the anti-roll bar linkages were non manufacturer parts. While I accept the comment from BMFL that parts didn't always need to be supplied by the manufacturer, the engineer carrying out the assessment says the parts that have been fitted aren't suitable for their intended purpose which was why one had become detached. Given when Mr T acquired the car and the nature of this issue, I find it reasonable to accept the anti-roll bar linkages were installed before he acquired the car. I also note the comment from the inspecting engineer that this issue could have been the cause for other concerns that Mr T had explained in regard to how the car was driving. These concerns had previously been inspected by the dealership but the issue with the anti-roll bar linkages not identified. Based on this I find it more likely than not that the car wasn't of satisfactory quality at the point of supply as anti-roll bar linkages had been fitted that weren't fit for purpose. Therefore, I am upholding this complaint. In the inspection one of the tyres is noted as needing replacement and I can see this was noted in the failed MOT in March 2023. As Mr T acquired a used car and was able to drive it around 11,000 miles before the March 2023 MOT, I find it reasonable to accept this issue was due to reasonable wear and tear rather than being present at supply.

I have considered what is the appropriate remedy. Mr T initially asked to reject the car but has since decided to pay for the required repair and keep the car. I can see the car passed

its MOT at end March 2023 following the repair. BMFL had previously offered to cover the cost of the repair to the anti-roll bar linkages and as Mr T has now paid for the repair, I find it reasonable that BMFL refunds him this cost. As the car wasn't driveable from end December 2022 until the repair at end March 2023, I think Mr T should be refunded any payments he made during this period (or these should be waived). I think it reasonable he is then responsible for all payments since end March (when the car passed the MOT). Mr T also incurred the cost of the inspection which I find should be refunded. Mr T has suffered stress and inconvenience because of the issues with the car and I think it reasonable that he is paid compensation because of this. In this case I agree with our investigator's recommendation of £150.

Putting things right

- Refund any payments from 30 December 2022 until 28 March 2023 (when the vehicle was repaired, and MOT passed).
- Refund the £142.01 cost of having the fault diagnosed
- Refund the cost of the repair (invoice provided)
- Pay 8% simple interest on the above refunded amounts
- Remove any adverse information from Mr T's credit file
- Pay Mr T £150 for the distress and inconvenience he has been caused.

My final decision

My final decision is that I uphold this complaint. Blue Motor Finance Limited should take the actions set out above in resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 26 September 2023.

Jane Archer
Ombudsman