

The complaint

Ms S complains Blue Motor Finance Ltd (BMF) supplied her with a car that she believes wasn't of satisfactory quality.

What happened

In February 2023, Ms S entered into a 60 month hire purchase agreement for a used car. The car's cash price was £15,995. It was registered in March 2018 and it had travelled around 76,200 miles. Ms S paid a £2,500 deposit and the rest was financed by a loan provided by BMF. The monthly instalments were around £380.

In April 2023, the car broke down and had to be recovered to the supplying dealership. It was found that there was a fault with the cambelt. The dealership said it hadn't broken but it had "skipped on teeth". They said Ms S needed to pay for it to be repaired. They also commented the brakes and tyres were significantly worn and they believed Ms H had been driving the car 'very hard'. Ms S complained to BMF.

BMF said Ms S had covered over 9,000 miles in the six weeks she had the car which they considered to be excessive given the short amount of time. They said the cambelt was a serviceable part of the car and subject to wear and tear. Given the mileage covered by Ms S, BMF didn't believe the cambelt fault was present at supply.

Unhappy with their response, the complaint was referred to our service. The investigator recommended the complaint wasn't upheld. He said it wasn't unreasonable to expect the cambelt may need replacing on a car of that age, mileage and the considerable mileage covered by Ms S. He didn't believe the fault was present at supply. He also said he couldn't confirm what was said about the car's service history but the dealership said it had been serviced before Ms S bought it.

Ms S disagreed and maintained her stance. In summary, she said:

- The car wasn't durable and there's an expectation it would be especially given its cost;
- The fault developed within six months of supply and the relevant law says where that happens it's assumed the fault would've been present at supply;
- The miles covered doesn't prove the fault wasn't at the point of sale;
- She didn't drive the car 'hard' as alleged by the dealership;
- The brakes and tyres were likely to have been supplied with the minimum legal limit meaning it would pass its MOT;
- The supplying dealership didn't carry out a full service, they only changed the oil and filter;
- The manufacturer says the lifespan of a cambelt is five years or 75,000 miles, the car had exceeded both at the time of supply, the dealership should've changed this especially if it was the original one;

- The material of the cambelt must've been worn to the point that it was able to skip teeth, this wear would've been present prior to purchase;
- It was only a matter of time before the cambelt would need replacing;
- The onus was on the dealership and BMF to prove the fault wasn't present at supply.

As an agreement couldn't be reached, the complaint has been referred 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.

Ms S acquired a car under a regulated credit agreement. BMF was the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply and the quality of the car.

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that, under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory". To be considered "satisfactory", the goods would need to 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 involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage. The quality of goods includes other things like fitness for purpose, appearance, freedom from minor defects, safety and durability.

In this case, Ms S acquired a car that was around five years old and had travelled over 76,200 miles. As this was a used car with considerable mileage and age, it's reasonable to expect parts may already have suffered substantial wear and tear when compared to a new car or one that is less travelled. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

Based on the evidence presented to me it's clear there's a fault with the cambelt. That isn't in dispute. However I need to make it clear just because a fault is present that doesn't automatically mean the car wasn't of satisfactory quality. To uphold this complaint, I would need to find the fault was not only present at supply but that fault meant the car wasn't of satisfactory quality.

I've already set out the expectations of a used car. Here, given the car's age and mileage at the point of supply, it's expected parts such as the cambelt may be reaching the end of its general lifespan. So I agree with Ms S' comments that it was only a matter of time before the cambelt would need replacing.

I note Ms S comments that she was led to believe the car was up to date with its services. For obvious reasons, I wasn't party to those conversations so I can't say with any certainty what was said. However I haven't seen evidence to say the car was sold with a full service history.

I've been provided with evidence of the pre-delivery inspection report, these were checks carried out a couple of days before Ms S took possession of the car. It lists many parts of the car such as the tyres, brakes, suspension, lights, engine and whether it needs attention. The report highlights the service light was on, two wipers, key fob battery, oil and filter needed replacing and there's evidence to demonstrate they were replaced. I also note it says "*Cambelt due at 140,000 miles or 5 years*". This demonstrates the dealership did look at the

car overall including the cambelt and they determined there was no fault with it and it didn't need to be replaced.

Ms S is right in saying the CRA outlines that if a fault develops within the first six months of supply, the assumption is it was present at supply. However I must point out it also goes on to say the assumption can be negated if there's clear evidence to the contrary.

In this case, the fault developed around six weeks after Ms S acquired the car so one may argue it wasn't reasonably durable given how quickly the fault developed. But in my opinion, I find there is strong evidence to counter that argument. This is due to the significant mileage Ms S covered in what was a relatively short period of time (over 9,000 miles). A cambelt is a vital component of a car's engine meaning it's in constant use when the car is being driven. So it's fair to say it would've been significantly under tension in this case given the considerable mileage covered by Ms S and over what I consider to be a short period of time. On balance, I find it's more likely than not the car wouldn't have been able to cover such mileage had the cambelt fault been developing at supply.

The dealership has also provided comments and pictures of the tyres and brakes and it's clear they are worn. The pre-delivery inspection report doesn't state there were any issues with them that needed attention and I'm aware it passed its MOT shortly before Ms S bought it. There's not enough evidence for me to reasonably say the brakes and tyres were supplied with the minimum legal limit as Ms S alleges. All things considered, I find the issues with the brakes and tyres is a result of wear and tear following Ms S' use of the car.

In light of the above and having taken a broad view of the circumstances, I'm not satisfied the fault with the cambelt, brakes or tyres were present at supply. Instead I believe it's due to wear and tear and overall use of the car. I find the car was of satisfactory quality at supply so I won't be saying BMF need to do anything to settle this complaint.

My final decision

For the reasons set out above, I've decided not to uphold Ms S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 25 June 2024.

Simona Reese
Ombudsman