

The complaint

Miss M complains that the car she acquired through a hire purchase agreement with Blue Motor Finance Ltd (“Blue Motor”) is not of satisfactory quality.

What happened

Miss M acquired a used car in late September 2023 from Blue Motor. The car was around seven years old when acquired and had covered around 78,500 miles. From the evidence I’ve seen, there were some repairs needed shortly after the car was supplied, which the supplying dealership undertook, but then further problems in November 2023.

Miss M complained to Blue Motor in November 2023, and in their final response letter, they upheld the complaint and confirmed that the car was back with the supplying dealership for repairs, and they felt this was a suitable resolution.

Miss M brought the complaint to our service at this time, but I believe that shortly after this, her car was returned to her after the repairs were done. She’s told us that the car still has several faults, and she now wants to reject it.

An investigator here investigated the case and didn’t uphold it. They felt that there was no evidence of any further faults, and those complained about in this complaint to Blue Motor had been repaired, with no evidence of any of these repairs failing.

Miss M didn’t agree with this and asked for an Ombudsman to make a final decision on the case. She sent photos of fault codes and felt this was proof of more faults.

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.

Having done so, I’ve reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome.

In considering this complaint, I’ve had regard to the relevant law and regulations; any regulator’s rules, guidance and standards, codes of practice, and what I consider was good industry practice at the time. Miss M was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we can look into complaints about it.

I empathise with Miss M, as she’s clearly had issues with the car. But we are an evidence-based service, and our role is to mediate disputes, partly by assessing the responses business provide to consumers when they complain, to see if these responses are fair, or if the business should be doing something different.

Miss M has brought her complaint to our service, after raising it with Blue Motor in November 2023, but she hasn’t shown any of the faults that she complained about then to Blue Motor

still exist. If the car is suffering with new/different faults now, she needs to raise those with Blue Motor, to give them the opportunity to investigate them. Blue Motor have said that as far as they are concerned, all the faults Miss M complained about were fixed in November 2023, and the only evidence we've seen since is some photographs of warning lights or messages on the car.

These photos don't show any specific problems, they are simply warning messages that something needs to be looked at. They aren't telling us what any problems with the car are, and they aren't dated, so we can't be confident when the photos have been taken, and as the investigator said when giving their opinion, the car may just need these codes/messages clearing down after its repairs, as they may be from the previously repaired issues.

We reached out to ask Miss M for further evidence of the faults she was suffering with now, but she has referred us back to these codes as her evidence.

Alongside this, due to the delays in sending this response due to our workloads currently, I've thought about any other evidence which is now available. I can now see that the mileage recorded for the car when it passed its MOT a year after she acquired it (in September 2024), shows the car had covered around 89,500 miles at that point. This means Miss M has covered around 11,000 miles in the year since she had acquired the car. This is above average annual mileage and doesn't immediately suggest that the car has significant problems which need repairing. The car also passed the MOT, meaning it was safe and roadworthy at that point. We've been supplied no evidence of any repairs or similar that Miss M has carried out herself since making the complaint.

I've thought about some of the problems she says the car has, and whether these impact on whether it was satisfactory quality when it was supplied, taking into consideration the Consumer Rights Act 2015 (CRA). The CRA says that a car should be satisfactory quality when supplied. The CRA says the quality of goods are 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.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would take into account might include things like the age and mileage at the time of sale and the vehicle's history.

I think it's fair to say that a reasonable person would expect that parts of the car might have already suffered wear and tear, when it's seven years old and had covered over 78,000 miles when it was supplied. And there's a greater risk that the car might need repair and/or maintenance sooner than a car which wasn't as road worn when it was supplied.

So, alongside the fact that I've seen no proof of any new faults not already complained about to Blue Motor, or any faults which were supposed to be repaired that have failed again, I would need to see clear details about what was wrong, so I could decide whether this was just wear and tear on a used car, or something which impacts on the satisfactory quality of the car under the Consumer Rights Act 2015. It's quite common for a car of this age and mileage to have faults, but that these faults would be considered reasonable wear and tear, to be expected on a car of this age/mileage.

As an example, the repairs which were done by the supplying dealership in November 2023, according to their invoice provided, included replacing tyres and carrying out tracking on the wheels, as well as replacing front and rear brake discs and pads. These are "wear and tear" items, and I wouldn't say that these made the car of unsatisfactory quality. Similarly, the invoice says the fan belt was replaced, which generally needs doing somewhere between 50,000 and 100,000 miles on a car of this type, so this should be expected maintenance for

a car of this age/mileage. The final item mentioned was an engine mount, which again, probably would fall into “wear and tear” category for a used car of this age and mileage.

So, the fact the supplying dealership have repaired these issues is good customer service, probably on the basis that they’ve worn out very soon after they supplied the car, but I wouldn’t say that these issues made the car of unsatisfactory quality.

Without further evidence to demonstrate what faults are now occurring with the car, I can’t say they impact on the satisfactory quality of the car. As I’ve not been provided with this evidence, I can’t say that any repairs already carried out have failed, or any new faults have occurred.

I’m sorry this may not be the response Miss M hoped for, but I hope my explanation helps her understand why I can’t uphold this complaint. If she is still having problems with the car, I would suggest raising a new complaint with Blue Motor, and getting an independent garage or an independent engineer to look at the car, to say what problems the car has and maybe to quote for the repairs needed, and potentially to say whether these problems were likely to have been present or developing at the point the car was supplied to her.

She’s now had the car for around 16-17 months, and covered at least 11,000 miles in it, so this would now also be a consideration as to whether the car was of satisfactory quality when it was supplied to her. If she does this, Blue Motor I’m sure will investigate and will answer that new complaint, and if necessary, she will have the right to come back to our service to review Blue Motor’s response to that new complaint.

But based on the complaint brought to our service, her complaint raised in November 2023, I am satisfied that the actions Blue Motor and the supplying dealership took in taking the car back to carry out repairs was fair. I’ve seen no evidence to show these repairs were not done properly, and the issues I’ve seen that were repaired were most likely “wear and tear” issues and did not make the car of unsatisfactory quality. Because of this, I won’t be asking Blue Motor to do anything more here.

My final decision

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss M to accept or reject my decision before 7 March 2025.

Paul Cronin
Ombudsman