

The complaint

Mrs E complains about the quality of a car that was supplied through a hire purchase agreement with Blue Motor Finance Ltd (BMF).

What happened

The circumstances surrounding this complaint and my initial findings were set out in my provisional findings which is attached to this decision and should be read in conjunction with this final decision.

I sent Mrs E and BMF my provisional decision in November 2025. I explained why I thought the complaint should be upheld. I invited both parties to make any further comments.

Mrs E contacted our Investigator to say she was disappointed with the whole experience surrounding her vehicle and the fact that she couldn't return it within the first 14 days of the agreement, however, that she accepted my provisional decision. BMF didn't respond to my provisional decision.

Now both sides have had an opportunity to comment, I can go ahead with my final 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.

As Mrs E has accepted my provisional decision and BMF haven't responded to my provisional findings, I see no reason to depart from them.

I still consider my provisional decision to be fair and reasonable in the circumstances. Neither party has added anything which gives me cause to change these. Therefore, for the reasons as set out in my provisional decision, I'm satisfied that the car wasn't of satisfactory quality when it was supplied to Mrs E. So, my final decision is the same.

My final decision

My final decision is that I uphold Mrs E's complaint about Blue Motor Finance Ltd, and instruct them to:

- refund to Mrs E the monthly repayments she's made towards the agreement from July 2024 to July 2025 to cover the period from when the car broke down and became undriveable to when it was repaired.
- cover the cost of the manufacturer garage diagnostic invoice for £102.
- reimburse to Mrs E £2,116.49 as the cost of repairs (£1,763.24 plus VAT) as per the invoice provided by Mrs E dated 18 July 2025.
- pay Mrs E £650 in compensation for the distress and inconvenience caused as result of the issues with her car.

- remove any adverse information that may have been recorded with the credit reference agencies in respect of the damage.
- Blue Motor Finance Ltd should pay 8% yearly simple interest on all refunds and reimbursements calculated from the date of payment to the date of settlement.

If Blue Motor Finance Ltd considers that it's required by HM Revenue & Customs to withhold income tax from the interest part of my award, it should tell Mrs E how much it's taken off. It should also give Mrs E a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 23 December 2025.

Benjamin John
Ombudsman