

## **The complaint**

Mr W complains that a car acquired through a hire purchase agreement financed by Blue Motor Finance Ltd ('BMF') is of unsatisfactory quality.

## **What happened**

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

BMF supplied Mr W with a car on hire purchase in May 2024. The car had completed around 62,000 miles and the cash price was £9,490 and was nine years old.

Mr W says soon after acquiring the car he began to experience issues. The car was taken to the supplying dealership where repairs were undertaken. Despite this Mr W says the issues reemerged and so he complained.

BMF commissioned an independent inspection and based on these findings it issued its final response letter in January 2025. In short it said it didn't uphold the complaint as the independent inspection confirmed the fault wouldn't have been present or developing at the point of supply. Mr W remained unhappy and brought his complaint to our service.

Our investigator issued an opinion and said she didn't think the complaint should be upheld. She said, in summary, having thought about what the independent inspection said along with other evidence, she considered there was nothing to suggest the car wasn't of satisfactory quality when it was supplied.

Mr W disagreed with this opinion, so the complaint has been passed 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.

Having done so, I've reached the same overall conclusions as our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr W, but I will explain my reasons below.

While I might not comment on everything (only what I consider key) this is not meant as a discourtesy to either party – it reflects my role resolving disputes informally.

The hire purchase agreement entered by Mr W is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. BMF is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr W entered. Because BMF supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors

such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr W's case the car had covered approximately 62,000 miles and was nine years old when she acquired it. So, I'd have different expectations of it compared to a brand-new car.

The car had travelled a reasonable distance, and it is fair to expect there to be some wear to it because of this use. As with any vehicle, there is an expectation there will be ongoing maintenance and upkeep costs. And with second-hand vehicles, it is more likely parts will need to be replaced sooner or be worn faster than with a brand-new vehicle. BMF would not be responsible for anything that was due to normal wear and tear whilst in Mr W's possession.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a car will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. With this in mind I've not seen anything to persuade me that the faults which Mr W complains of now, materialised prematurely or the car was not reasonably durable given its age and mileage.

It isn't in dispute that there's faults with the car and issues with the DPF, I say this because both Mr W, BMF and the independent inspection confirm this. But just because the car requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

What I need to consider here is whether this issue was present or developing at the point of supply. I find the most robust piece of evidence I have is the findings of the third-party inspection commissioned by BMF.

The inspection was undertaken in January 2025; it set out the following opinion:

*'...the vehicle's engine running condition is slightly erratic and there is an evident DPF issue.*

*Whilst fault codes are not present, the regeneration is evidently abnormal and there is soot in the tailpipe indicative of a DPF issue.*

*Soot and carbon are a natural byproduct of a diesel combustion engine, although can be accelerated by oil type, fuel type, and usage type.*

*It has been noted that the vehicle is of a very low mileage usage type, and is well below the average or expected mileage of a modern diesel vehicle.*

*When a modern diesel vehicle is not subjected to regular long journey times and usage type, the DPF will fill quicker or will not correctly regenerate, resulting in blockage and increased back-pressure.*

*As the vehicle has only covered around 4000 miles in approximately 6 months, it is considered that this is the main contributory factor into the DPF issue.*

*Taking into consideration the time and mileage elapsed since inception, we do not consider the defect to have been developing at that point'.*

It went on to conclude that the vehicle has a DPF issue, but it didn't consider the defect would have been developing at inception.

I understand Mr W disagreed with the findings of the report and outlined how often he travels longer distances as well as what his day-to-day journeys entail. Our Investigator put these comments forward to the independent assessor who said this confirmed the findings; that the type of driving style would've been more suitable for a petrol car as the journeys Mr W was undertaking were not long enough.

In short, the comments were:

*'... it is noted the operator has advised they are using the vehicle for a local school run. This is not a sufficient journey to allow for the engine to even reach optimum running temperature in many cases, let alone all parameters to be met to allow regeneration. If the vehicle is subjected to this journey Monday to Friday, one longer journey on a Saturday, or a couple of times a month on a Sunday would not be sufficient to get rid of the soot which has built up during the local journeys, and as such, the soot level will continue to increase.'*

Thinking about all of this, I accept the car developed a fault with the DPF system and I know it must have been disappointing for an issue to arise with the car relatively soon after Mr W got it. But a DPF system is a part of a car that would suffer from wear and tear during its use, and I'm satisfied, on balance, that this issue wasn't present or developing at the point of supply.

So, it follows I don't think this means the car was of unsatisfactory quality when Mr W acquired it.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 3 December 2025.

Rajvinder Phaiser  
**Ombudsman**