

## **The complaint**

Miss R complains about a car supplied to her using a hire purchase agreement taken out with Blue Motor Finance Ltd (“BMF”).

## **What happened**

In July 2024, Miss R acquired a used car using a hire purchase agreement with BMF. The car was around nine years old, the cash price of the car recorded on the agreement was £7,096, the agreement was for 60 months, made up of regular, monthly repayments of £123.15. The deposit payment recorded on the agreement was £2,000. The mileage of the car was around 71,250 miles.

In August 2024, within a few weeks, Miss R said she began to experience issues with the car. Miss R said the car broke down on the motorway where smoke was emanating from the bonnet. Miss R said there were subsequent faults with the car, including exhaust gas recirculation (“EGR”) issues, loss of power, and repeated warning lights appearing on the car’s dashboard.

Miss R said the car was repaired by having the EGR system cleaned.

Miss R said that since the car was repaired, issues with it persisted. Miss R said the car broke down again in March 2025 and she took it to be diagnosed, where it was found that a replacement EGR valve, cooler and gasket was required.

Miss R complained to BMF and in May 2025 an independent inspection was carried out to the car. BMF issued their final response to Miss R in June 2025. They explained that they didn’t uphold Miss R’s complaint. BMF relied on the findings of the independent report, which concluded that based on the amount of time and mileage which had elapsed since the car was supplied, they didn’t think the defects were developing at that point.

Miss R thought that the issues with the car were linked with the repairs that had already happened and that the independent report hadn’t considered it. The independent engineer provided further comments where it was explained that the original fault and the current fault were two separate items. And so, BMF didn’t change their position.

Unhappy with BMF’s final response, Miss R referred her complaint to our service.

Our investigator issued his view and explained that he didn’t uphold Miss R’s complaint. In summary, the investigator didn’t think there was sufficient evidence to conclude that the current faults with the car were present or developing at the point of supply.

Miss R disagreed with the investigator’s findings. Among other things, Miss R was unhappy that the investigator had relied on the findings of the independent inspection and thought the EGR issues were all linked.

As Miss R didn’t agree with the investigator’s outcome, the complaint was 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'm not upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Miss R complains about a car supplied to her under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Miss R's complaint about BMF.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – BMF here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Miss R acquired was used, around nine years old, had been driven around 71,250 miles and cost around £7,100. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

I have seen an invoice of works carried out to the car in August 2024 at 71,717 miles. The description of the works carried out was, "*clean EGR cooler*". No specific fault was listed on the job sheet, nor a root cause of a fault given. So, I'm not satisfied there was a fault with the car in August 2024, but rather routine maintenance was required, considering the EGR cooler required cleaning.

Later, in March 2025, a diagnostic test was completed on the car by a third-party garage. The mileage recorded on the invoice was 78,261 miles. The invoice said:

*"Investigate EM light on and loss of power & judder whilst driving, checked vehicle and carried out diagnosis, found trouble code... flow insufficient and... closed position performance. Carried out checks, requires EGR valve, EGR cooler and gaskets..."*

Considering the above, I'm satisfied that there was a fault in relation to the EGR valve, cooler and gasket in March 2025.

The crux of the issue here is that Miss R strongly believes the March 2025 issues are linked to the August 2024 issues i.e. either repairs had failed or there was an underlying fault with the car which was never put right.

On the other hand, BMF relied on comments provided by an independent engineer, which they thought showed the issues weren't linked.

Following the initial report by the independent engineer, further information was supplied, giving details of the works carried out in August 2024. The comments said:

*"It has transpired that the original fault and the current fault are two separate items. The vehicle had an EGR cooler clean previously (presumably due to a blockage), and now the EGR valve has a fault. The cooler and valve are separate components.*

...

*Whilst they do both contain the letters EGR, this is just general system terminology. The cooler is a series of galleries in which gases pass through, and the galleries are surrounding [sic] by a separate set of galleries in which coolant passes through, and the coolant cools the gases prior to being reused. The valve is a separate component, which contains an electronically controlled solenoid, which when activated, allows gases into the intake system to be reused by the engine."*

I accept that I am not an expert mechanic, nor do I need to be in my role here. Having said that, I'm persuaded by the comments made by this independent engineer, who is an expert in his field. I'm also mindful that no other expert evidence has been supplied which challenges what the independent engineer concluded.

I also think, had the issue from March 2025 been linked with the August 2024 EGR cooler clean, then I would have expected it to have presented itself much sooner than it had. In this instance, around 7,000 further miles had been driven in the car before the March 2025 fault appeared. Had the fault had been linked, then I don't think the car would have been able to have been driven for several thousands of miles further before an issue with it became apparent. So, I'm not satisfied that the repairs carried out to the car failed or that there was an underlying fault that wasn't put right. I think the March 2025 fault is likely due to wear and tear, given the age of the car and the miles travelled in it.

### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Blue Motor Finance Ltd to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 5 January 2026.

Ronesh Amin  
**Ombudsman**