

## **The complaint**

Mr H complains that a car he 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.

Mr H acquired a car under a hire purchase agreement in April 2024; the car was eight years old with a cash price of £15,845 and had covered around 72,000 miles.

In October 2024 Mr H says he started experiencing problems with the car and the following month he complained to BMF. He said he was told by a garage that a big end bearing has failed and collapsed and there was metal in the engine oil meaning the engine will need replacing.

The supplying dealership recovered the vehicle to inspect it but didn't think it was liable for the issues. BMF commissioned an independent inspection. In short, the independent inspection concluded the car was of satisfactory quality and commensurate with a car of its age and mileage. Based on these findings BMF issued its final response and didn't uphold the complaint. It pointed out that Mr H had completed almost 15,000 miles since acquiring the car.

Our Investigator also didn't uphold the complaint. In summary he said he didn't think the car was of unsatisfactory quality based on the findings of the independent inspection. He also said the lack of an MOT and service may have been a contributing factor to the engine failure.

As an agreement couldn't be reached 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 H, but I will explain my reasons below.

I trust Mr H will not take the fact that my findings focus on what I consider to be the central issue as a discourtesy. The purpose of my decision isn't to address every point raised but to set out my conclusions and reasons for reaching them.

This reflects the nature of our service as an informal alternative to the courts. 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 argument to be able to reach 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 (if appropriate) what I consider good industry practice at the time.

The hire purchase agreement entered by Mr H 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 H 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 H's case the car was used and covered approximately 72,000 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the car, Mr H had the car for around six months and covered just over 15,000 miles before it experienced a catastrophic failure. But just because the car requires repair now, doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

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 engine failure which Mr H complains of failed prematurely or was not reasonably durable given its age and mileage.

The CRA implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless BMF can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Mr H to show it was present when the car was supplied.

BMF arranged for an inspection to be carried out by an independent third party. I've seen a copy of the independent engineer's report for the inspection that took place on 16 January 2025. From the information I have, I'm satisfied the car would've travelled around 15,000 miles since supply.

The engineer said:

*'In our opinion, our inspection was somewhat limited, although there is an evident engine knock present.*

*This typically occurs due to a lubrication related issue, which will now require further dismantling and investigation, although is likely due to an overfuelling injector, deterioration of the oil content or contamination of the oil.*

*It has been noted that the last recorded service was 72,082 miles, and the service interval on this vehicle type is every 12,500 miles. This means that the vehicle should have had a service at around 84,582 miles, which is 2582 miles ago.*

*It would be prudent to confirm whether this has been conducted, as a lack of servicing would be considered a contributory factor.*

*In any case, taking into consideration the substantial amount of mileage successfully elapsed since purchase, we do not consider the defects to have been developing at that point'.*

It went onto conclude:

*'We can conclude that the vehicle's engine is knocking, and will likely require replacement or overhaul.*

*The vehicle has successfully elapsed 15,000 miles since purchase, and therefore this defect is not considered to have been developing at that point.*

*It would be prudent to confirm whether the vehicle has undergone any servicing since inception, as the vehicle should have had an oil change around 2500 miles ago.*

*If the oil change was not conducted, this would be considered a contributory factor'.*

The engineer confirmed that their duty is to the courts, and not to the person who instructed and/or paid for the report. The independent inspection is, in my opinion, the most persuasive piece of evidence in this case. It was a physical inspection of the car by a qualified motor technician. As such, I'm satisfied this report is reasonable to rely on. Given the contents of this report, in my view the car was of satisfactory quality when supplied to Mr H.

I've also taken into account that Mr H's car had travelled just over 87,000 miles in total by the time this problem happened. This isn't an insignificant amount of mileage and would lead me to doubt whether I could say for certain that the engine shouldn't have failed at that time because of an underlying issue with it at the point of supply. And given that Mr H was able to travel around 15,000 miles without any issue, I'm persuaded an inherent issue with the engine would have presented itself much sooner.

Mr H has raised some concerns about the thoroughness of the inspection but hasn't provided any evidence to suggest the independent report and its findings are inaccurate, and the car had a present or developing fault with the engine when it was supplied to him.

Mr H has explained the reasons why there was a delay in completing the service and why the MOT wasn't carried out when it should have. But in consideration of what is looked at during a typical service I think it's reasonable to conclude that the gap between servicing was likely to be a contributing factor to the issues Mr H experienced.

Having carefully considered all the evidence; I don't find that Mr H was supplied with a car that was of unsatisfactory quality. So, it follows that I won't be asking BMF to take any action in relation to this complaint.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or

reject my decision before 23 October 2025.

Rajvinder Pnaiser  
**Ombudsman**