

## The complaint

Miss P complains about the quality of a vehicle she acquired through a hire purchase agreement with Blue Motor Finance Limited (“Blue Motor”).

## What happened

Miss P entered into an agreement in August 2023 for the supply of a used car. The car was around seven years old when supplied and had covered around 61,000 miles. Miss P has provided invoices to show she had various issues over the first year, but the crux of her complaint is that when she went to get the car an MOT in August 2024, it failed due to exhaust emissions, and she was told there were issues with the timing chain, the DPF filter, an o2 sensor and an EGR filter. She’s told us she was quoted £6,000 for repairs.

She complained to Blue Motor and asked to reject the vehicle. They issued their final response letter on 12 September 2024 and didn’t uphold the complaint. They said that there was no proof that the issues were present or developing at the point of sale, so they couldn’t agree to her rejecting the car.

Miss P brought her complaint to our service, and an Investigator here upheld it, agreeing she should be able to reject the car. Miss P accepted this, but Blue Motor didn’t agree and asked for an Ombudsman to make a final decision. They said that they’d seen no proof that faults were present or developing at the point of sale, and as such, under the Consumer Rights Act 2015, they didn’t feel they should be liable. The complaint has come to me to make a final decision on this basis.

I issued a provisional decision on 24 September 2025 which went as follows:

*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 a different conclusion to the investigator, and I’ll explain why below. 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. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.*

*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 was good industry practice at the time. Miss P was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we’re able to investigate complaints about it.*

*The Consumer Rights Act 2015 (‘CRA’) says, amongst other things, that the car should’ve been of a satisfactory quality when supplied. And if it wasn’t, as the supplier of goods, Blue Motor are responsible. What’s satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other*

relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also 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 Blue Motor can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Miss P to show it was present when the car was supplied.

So, if I thought the car was faulty when Miss P took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Blue Motor to put this right.

I empathise with Miss P, and I'm certainly not saying that there was nothing wrong with the car. But we must follow the relevant legislation to ensure we remain fair to both parties. As I've said above, when a fault is identified after the first six months, the CRA implies that it's for Miss P to show that the fault was present or developing when the car was supplied, or that the car hasn't been sufficiently durable.

Whilst the car might potentially not have been sufficiently durable, the law says that Miss P must prove this as she's brought her concerns to Blue Motor after 12 months. There is an invoice supplied by Miss P for some investigations carried out during the MOT test, which has the following comment on it:

*"confirmed fault with timing chains require replacement, DPF requires replacement along with O2 sensor and low pressure EGR filter in order to fix the vehicle"*

But this doesn't explain what's wrong with the timing chain, or whether it's simply a filter that needs replacing in the DPF system or if the whole system is faulty and needs replacing. There's no price for the work needed, and Miss P appears to have told us she was verbally quoted £6,000. From the above commentary, I can't tell what work is needed, to work out what faults have occurred, to decide whether the car was durable or not.

The law is clear when a consumer brings a complaint after twelve months about the quality of a car. It says that the burden of proof falls on the consumer to prove the faults were either present or developing at the point of sale, or that the car wasn't sufficiently durable.

Unfortunately, what we have here is no real proof at all. It's a three-line comment on the MOT invoice about what work they think needs doing, but it doesn't break down any details of the work, and what's gone wrong with the car or why it needs doing.

If I consider each item individually, the DPF filter is likely to be what has meant the MOT has failed for its emissions. A diesel car requires certain types of driving to enable the DPF filter to regenerate adequately, otherwise it can have problems. We've got no evidence or commentary about how it's being used and driven, but more importantly, we don't know whether just a filter needs replacing, or the whole system. It might be a small repair to replace the filter to enable the car to pass the MOT, but we just don't have any clear evidence either way. If it's a filter replacement, this is likely not something that makes the car of unsatisfactory quality but is in effect simply required maintenance for a car of this type. So, I can't say this makes the car of unsatisfactory quality without more information.

The timing chain replacement isn't likely to be related to the emissions failure of the MOT, so again, we have no idea on what basis this is being quoted to be replaced. I've seen no commentary or evidence that Miss P was having issues driving the car before it went for its

*MOT, so it feels unlikely the timing chain has failed as this tends to cause catastrophic engine problems and make the car undrivable.*

*Potentially this may be a dealership recommending it be changed as a preventative measure as it's approaching its normal end of life, which might fall into normal maintenance for a used car. Or potentially, there is already an issue, but without a proper report explaining and detailing this, I can't know unfortunately.*

*I'm not concerned about the O2 sensor replacement or EGR filter, these sound most likely to be maintenance issues that don't impact on the satisfactory quality of the car. Miss P has also supplied other invoices for work she had carried out during the year she owned the car, and these include issues with tyre repairs, adding AdBlue to the system, and a repair of an "EGR pipe". Again, these all appear to be standard maintenance for a car of this age and mileage, and in my opinion don't impact the satisfactory quality of the car.*

*I think it's worth highlighting at this point that this is a fairly high spec car. With that can come higher costs for repairs and maintenance, but these form part of owning this type of car. It is possible that there were issues with the car which would mean it was not of satisfactory quality when supplied, but I'm afraid Miss P hasn't proved this is the case. And as I've said, the CRA says that in raising a complaint after 12 months, it falls to a consumer to provide the proof and evidence of the faults, and why they make the car of unsatisfactory quality.*

*Whilst I empathise with Miss P and the circumstances here, she hasn't proved what's wrong with the car, and therefore I can't fairly say the car was of unsatisfactory quality. Shortly after her complaint wasn't upheld by Blue Motor, she chose to voluntarily terminate the agreement and return the car, which has been auctioned now. So, there is no opportunity to get any more investigations done now to get more information.*

*Based on the evidence presented, I can't say that the car was of unsatisfactory quality, and I don't intend to uphold this complaint unless Miss P has further evidence she hasn't supplied to this point for me to consider.*

*My provisional decision*

*I don't intend to uphold this complaint.*

### **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.

I've had no response to the provisional decision from Blue Motor, but Miss P responded, emailing her thoughts and copies of evidence that had mostly been provided already. She told us that the car had suffered problems earlier on in her ownership, highlighting that after a month the dpf warning light was on and the engine management light was on, and after three months the ad blue light was on.

She's also highlighted that after taking the car for a service, it noted various engine noises, and this was also after about a month. She's then explained that she was never told the car's service history was kept online, and then discovered it had a missing service at 42000 miles/four years. She's gone on to say she was unaware of her consumer rights at the time and so arranged servicing and repairs herself, and as the car went into limp mode several times, she couldn't rely on it and had to use trains which added to her costs.

I have genuine empathy for her situation here, but I can't ignore the complaint that was raised, when it was raised, and the law that's relevant here. If she was suffering problems earlier in her ownership, she needed to raise these concerns at that point, because as I've explained, when concerns are raised affects who needs to prove a car is of satisfactory quality.

The relevant consumer law in this area is the Consumer Rights Act 2015. This infers that if concerns are raised about the quality of the goods supplied more than six months after the goods were supplied, it falls upon the consumer to prove that these issues were present or developing at the point of sale. If they are maintenance issues or expected end of life of parts/wear and tear of an ageing vehicle, they aren't the responsibility of the supplier of the car to put right. This is because a supplier isn't indefinitely responsible for quality issues about the goods they supply, so the law lays out that for the issues to be the supplier's responsibility to fix, the issues need to be shown to be present or developing when the goods were supplied to the consumer.

The limited information provided (and I have reviewed all the further documents Miss P has sent into us), suggests that there were issues with the timing chain and the dpf system. But the fact there are issues with them isn't enough to prove that those issues were present or developing when the car was supplied a year before.

A timing chain has an average lifespan of anything from 80,000 miles upwards, but this can be affected by how well maintained and serviced the car is. Miss P has confirmed that she wasn't aware of the car's service history when she acquired it and later found out it had missed a service. So, while it's possible that it was failing slightly early, this may well have been down to the engine not having been maintained to the required schedule. It's also possible that "repair" quotes here might have been for the proactive replacement of the chain as it was approaching the end of its life, and it hadn't actually failed. This would be routine maintenance for a car of this age. Without more detail, I can't say that this makes the car of unsatisfactory quality.

It's important to note here that cars can be supplied with a full-service history, or without one. It falls on the consumer to then decide based on what they know about the car, whether they want to acquire the car. So, the fact the car hadn't got a full-service history doesn't make it of unsatisfactory quality.

The DPF system includes a filter which can need regular replacement or regeneration, this would fall into normal maintenance expected for this type of car. Miss P has told us the engine management light was on with regards to this after a month of her ownership of the car, but I've seen no evidence of any repair work or regeneration done to this system. Differing driving styles can impact on this system, and we'd need to see evidence of what was wrong with it and what needed repair, to even begin to decide if this made the car of unsatisfactory quality.

A well maintained DPF system can last 100,000 miles or more, but its lifespan is very much dependent on proper maintenance and driving style (avoiding frequent short trips can be a key here). These are things a consumer needs to research prior to acquiring a car, to ensure they are happy with what needs to be done with regards to maintenance and driving style, and how likely it is for the system to last longer or fail sooner. With this number of variables, I can't say with any certainty that the dpf system issues made the car of unsatisfactory quality.

What we don't have is any expert testimony to tell us whether any issues were present or developing at the point the car was supplied, or to comment on its durability. Without that, unfortunately I can't find that the car was of unsatisfactory quality. As I've explained above, there are too many unknowns here for me to be able to fairly say the car wasn't of

satisfactory quality when it was supplied.

I appreciate that this will be upsetting for Miss P, and that a lot of the problem here is that she hasn't realised what she needs to do to prove her case until it's too late and she's given the car back and ended the agreement. I'm sorry that's happened, but it leaves me unable to uphold her complaint.

**My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 6 November 2025.

Paul Cronin  
**Ombudsman**