

The complaint

Miss C complains that a car that was supplied to her under a hire purchase agreement with Blue Motor Finance Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Miss C under a hire purchase agreement with Blue Motor Financer that she electronically signed in October 2023. The price of the car was £10,617, Miss C paid a deposit of £1,769 and she agreed to make 60 monthly payments of £208.20 to Blue Motor Finance. She complained to Blue Motor Finance about issues with the car in May 2025.

Blue Motor Finance said that it had put a deadline in place for Miss C to get an independent inspection that confirmed liability for the issues with the car but the deadline had passed without establishing liability, so it was unable to assist her further and had closed her complaint. Miss C then provided a report from a garage about the car and complained to this service. She's since provided two further reports from other garages about the car.

Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. He thought that the car was of satisfactory quality when it was supplied to Miss C and said that the problems with it appeared to be due to a reasonable level of wear and tear.

Miss C didn't accept the investigator's recommendation and has asked for her complaint to be reviewed by an ombudsman. She says, in summary and amongst other things, that the car's been in the garage four times in two years for quite significant things, all with a cost to her, it's now unroadworthy car and mechanics have mentioned that the car was never fit for purpose, and she's provided three diagnostic reports showing that the car is uneconomical to repair.

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.

Blue Motor Finance, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss C. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss C was first registered in May 2014, so was more than nine years old, it had been driven for at least 73,653 miles and the price of the car was £10,617. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

The car had passed an MOT test in October 2023, before it was supplied to Miss C, and its mileage was recorded at that time as 73,653 miles. Miss C has described in her complaint form the issues that she's had with the car. She says that within weeks, the car began to

develop multiple faults and she returned to the dealer because of issues with the tyre pressure management system and passenger wing mirror, there was then an issue with the window and there continued to be issues with the wing mirror. She says that the vehicle system inspection required warning light appeared in December 2023 and the dealer cleared the codes but provided no proper diagnosis or repair. She says that the light has been constant since then and in August 2024, when the car was being serviced, the sump plug was found to be welded and mis-threaded which prevented an oil change. She says that further issues were found when the car had an MOT test in October 2024 and, in May 2025, the car was diagnosed with multiple fault codes and engine, diesel particulate filter and internal cooling system faults, and was deemed uneconomical to repair.

Miss C then complained to Blue Motor Finance and, when it didn't uphold her complaint, she obtained a report from a garage about the car. The report is dated in July 2025 and concludes:

"This is not a minor or superficial issue, but a complex and likely terminal mechanical problem. In our professional opinion, the vehicle should be returned to the seller and a refund or replacement considered under consumer rights protections".

Miss C has also provided two inspection reports from other garages that are dated in September 2025. One says that there were issues with the head gasket and cylinder head, turbocharger, all four injectors, the exhaust gas recirculation system, the MAP sensor, the vacuum pump and the camshaft and it estimated that the total repair cost would be £15,303. That report shows that the car's mileage was 94,144 miles. The other report records the car's mileage as 99,139 miles and says:

"Investigate running issue found oil over filled drained oil to correct level inspected turbo found excessive oil in turbo pipe advised customer to take car to main dealer for further investigation".

It's clear that there are now significant faults with the car and Miss C has described the issues that she's had with the car since it was supplied to her. Some of those issues were remedied by dealer. The car failed an MOT test in September 2024 but then passed an MOT test three days later in October 2024 when its mileage was recorded as 88,501 miles. That was less than a year after the car was supplied to Miss C and, in that time, the car had been driven for nearly 15,000 miles.

Further issues with the car developed and, in May 2025, Miss C was told that the car was uneconomical to repair. The faults with the car are set out in detail in the reports from July and September 2025. The September 2025 reports record the car's mileage as 94,144 miles and 99,139 miles. If the lower of those two mileages is correct, that's more than 20,000 miles more than the car's mileage at the time of the October 2023 MOT test (and if the higher mileage is correct, it would be more than 25,000 miles more).

It wouldn't have been possible for the car to have been driven for more than 20,000 miles in that time if the issues described in those reports had been present or developing when the car was supplied to Miss C. In May 2025, when Miss C was told that the car was uneconomical to repay and complained to Blue Motor Finance, the car was eleven years old and had been driven for somewhere between 88,501 and 99,139 miles. I consider it to be more likely than not that the issues with the car that now cause it to be uneconomical to repair have developed since the car was supplied to Miss C and result from the age and mileage of the car. I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Miss C.

I've carefully considered all that Miss C has said and provided about her complaint, and I appreciate that my decision will be disappointing for her, but I'm not persuaded that Blue Motor Finance has dealt with her complaint incorrectly. I find that it wouldn't be fair or reasonable in these circumstances for me to require Blue Motor Finance to allow Miss C to reject the car, to pay for it to be repaired, to pay her any compensation or to take any other action in response to her complaint. I suggest that Miss C contacts Blue Motor Finance to discuss the options that are available to her under the hire purchase agreement.

My final decision

My decision is that I don't uphold Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 1 December 2025.

Jarrold Hastings
Ombudsman