

The complaint

Mr W complains about a car supplied under a hire purchase agreement, provided by Blue Motor Finance Ltd ('BMF').

What happened

Around March 2022 Mr W acquired a used car under a hire purchase agreement with BMF. The car is listed with a cash price of £25,000, was around three years old and had covered around 52,536 miles.

Unfortunately, Mr W says the car developed issues. He explained that in July 2024 it broke down.

Mr W complained to BMF and then arranged an independent inspection that took place on 26 November 2024. The report from this ('report A') noted there was a likely timing chain failure. It concluded this may have failed early but said this would be dependent on the car's service history.

A further independent inspection was then carried out at the start of January 2025. The report from this ('report B') also explained it thought the car showed signs of a timing chain issue, which it said might have been due to the car's service history. Report B said the fault wasn't present at the point of supply.

BMF then issued a final response to the complaint at the end of January 2025. It said, in summary, that it didn't believe it was responsible for the issues with Mr W's car due to the contents of report B.

Mr W remained unhappy and referred the complaint to our service. Mr W explained he found out from a manufacturer's garage that the balance shafts had been worked on around the beginning of 2023 and that the timing chain was 'redone' in 2022.

Mr W then took the car to a garage who stripped the engine. Mr W provided a diagnostic (for ease, I'll refer to this as 'report C'). In summary, this said the timing chain was intact but said a valve had become lodged on a piston crown. Report C suggested the car needed a new engine.

Our investigator asked Mr W to provide the service history of the car. Mr W said he didn't have written evidence of this but explained he would ask the mechanic he used to provide a statement.

Our investigator then issued a view and didn't uphold the complaint. In summary, she explained she hadn't seen evidence the car had been serviced in line with the manufacturer's guidelines. So, she said based on the reports, she didn't think the car was of unsatisfactory quality when supplied.

Mr W responded and didn't agree. He said he'd now had the engine replaced and it was confirmed the issue wasn't with the timing chain. He said reports A and B were based on an

'educated guess' as the engine wasn't fully inspected. And he said the car should not have needed the repairs it did.

Mr W then sent some handwritten invoices from a garage showing some service history for the time he had the car.

Our investigator explained she had considered all this evidence, but it didn't change her opinion.

Mr W remained unhappy. He said, in summary, that report C showed reports A and B weren't accurate. He said he'd serviced the car properly and provided evidence of this. And he again said the car shouldn't have required the repairs it had over its history.

As Mr W remained unhappy, 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 do not think this complaint should be upheld. I'll explain why.

Mr W mentioned various complaints to our service. Both parties should note that this decision only addresses the specific complaint about satisfactory quality that BMF investigated and responded to in its final response from January 2025. This is reflected in the background above, where I have not included concerns raised that I don't think are relevant to the specific issues addressed here.

I'd like to explain to both parties that I might not comment on every point raised nor every single piece of evidence. I want to reassure Mr W and BMF that I've carefully thought about all of the information provided on this case. But I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – BMF here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. The CRA also explains the durability of goods can be considered as part of satisfactory quality.

So, in this case I'll consider that the car was used, was around three years old and had covered around 52,500 miles. This means I think a reasonable person wouldn't have the same expectations as for a newer, less road worn car. But, given it still cost £25,000, I think they would've expected it to have been in good condition and would've expected trouble free motoring for some time.

What I need to consider in this case is whether I think Mr W's car was of satisfactory quality or not. Firstly, I've considered whether Mr W's car developed a fault. Having reviewed things, I don't think it is in dispute that this was the case, and I'm satisfied from reports A, B and C, along with what Mr W said, that his car broke down towards the end of 2024.

What I do need to think about in more detail is *why* the car broke down and what the specific fault was.

I've seen a copy of report A from November 2024. The mileage was noted as 84,243. This explained:

"In our opinion, based on the evidence available at the time of our inspection, we do suspect that the timing chain has snapped on the vehicle, as we can confirm that the crankshaft does only turn 45° in both directions and does lock into position."

I've seen a copy of report B from January 2025. The mileage was noted as 84,243. This ended:

"We can conclude that, based on the available evidence, the vehicle is displaying symptoms of a snapped or displaced timing chain"

I've then noted report C dated 25 February 2025. This said:

"timing chains and balance shafts were visible okay"

"We concluded that a valve in cylinder head has become (sic) lodged into a piston crown causing the engine not to be able to rotate"

I've also had in mind what Mr W said the garage who produced report C told him, along with the photos he sent in.

Thinking about this, I'm more persuaded by the conclusions of report C than A and/or B. I say this as I'm satisfied the author of report C inspected the car in more depth, including stripping the engine. Reports A and B were less confident with their findings, noting what they said was based on the evidence available to them. Report A said *"Further investigations would be required"* and report B noted *"our inspection was somewhat limited"*.

Finally on this point, I have seen report A also noted *"It is also a possibility that the valves are damaged resulting in the engine not fully rotating"*, which I find adds weight to the conclusion of report C.

So, I'm persuaded the fault with the car that caused the breakdown was not due to the timing chain and was more likely caused by a valve in the cylinder head becoming lodged into a piston crown.

I then need to think about what this means for satisfactory quality. But here, because of my findings above, there is almost no expert testimony or commentary to consider. I say this as while reports A and B go into further detail about the potential cause of the failure, whether the car failed prematurely, whether the issue was present or developing when Mr W got the car and the impact of servicing, this is all in relation to the car failing due to damage to the timing chain. As above, I'm satisfied this wasn't the case. It follows I find little of these findings to be of any relevance.

That means I've carefully considered the contents of report C. But, having done so, this gives no opinion on what caused the issue, when it developed nor what this means in relation to the car's quality.

So, I've had to think about things in general terms. At the point of failure, the car had covered nearly 32,000 miles since Mr W acquired it, and he had had it for well over two years. I'm satisfied from this that the fault was not present or developing at the point of

supply.

I've then gone on to consider durability. I've again considered the failure took place over two years after Mr W got the car and when he'd covered around 32,000 miles. I've then also considered that the car had covered a total of over 84,000 miles and was around five years old at the time.

I do appreciate Mr W's strength of feeling about this. And I do understand the frustration he must have felt when the engine failed. But thinking about everything, given the mileage and timescales above, along with the other relevant factors and given the lack of any persuasive evidence to the contrary, I find a reasonable person would most likely consider the car to have been durable.

It follows that I find the car was of satisfactory quality when supplied to Mr W.

I want to reassure Mr W that I've carefully considered everything else he said in relation to this, including all his comments about the historic repairs and service history. But this doesn't change my opinion about the above.

My final decision

My final decision is that I do not 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 4 December 2025.

John Bower
Ombudsman