

## **The complaint**

Miss W complains that a car she acquired through a hire purchase agreement with Blue Motor Finance Ltd ('BMF') was 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.

Miss W acquired a used car under a hire purchase agreement with BMF in March 2025, the car was 8 years old, and the cash price was £5,999. The car had done around 113,000 miles at the point of supply.

In July 2025 the car began to make a very loud rattling noise and began violently shaking. Miss W took it to a local garage who advised her to get in touch with the supplying dealership.

Miss W complained to BMF – it commissioned an independent inspection and based on the findings of the report it issued its final response letter. In short it didn't uphold the complaint because whilst the engineer had confirmed a fault, it didn't think it was present or developing at the point of supply.

Our Investigator considered things but also didn't uphold the complaint. In summary she said based on the vehicle's overall age and mileage it's more likely than not that the faults had occurred due to natural wear and tear. She also placed significant weight on the findings of the independent inspection.

Miss W disagreed, she maintained the car was of unsatisfactory quality and further pointed out that the faults occurred only three months after she had acquired the car.

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 Miss W, but I will explain my reasons below.

I trust Miss W 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 Miss W 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 Miss W 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 Miss W's case the car was used and covered approximately 113,000 miles when she 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, Miss W had the car for around three months and had covered around 6,000 miles before it experienced faults causing the car to make an excessive loud noise and to shake violently. Both Miss W and the independent engineer confirm faults are present with the car. 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 vehicle 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 faults which Miss W complains of now 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 Miss W 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 1 August 2025. From the information I have, I'm satisfied the car would've travelled around 6,000 miles since supply.

The engineer said:

*'... there is evidence of oil leakage around the engine and from the turbocharger, consistent with oil bypass through a worn turbocharger bearing seal.'*

*There is also increased engine noise present, which is indicative of a worn and stretched timing chain.*

*Neither of these issues are considered to be unexpected at such age and mileage, as the components are gradually reaching the end of their effective working life.*

*... We have been provided with an image of the EML illumination by the operator, and it was confirmed that a 'Service required' message was also illuminated, and the vehicle has now been used for a prolonged period with the EML illuminated.*

*As such, it is considered possible that there is further damage due to using the vehicle in a defective state and a lack of service and maintenance'.*

It concluded:

*'We can conclude that the vehicle does have a timing chain wear issue, among other concerns, although the vehicle has been used in a defective state and with a service warning on the dash display, which may have caused further damage*

*... The defects are not considered to have been developing at inception.'*

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 the report is reasonable to rely on. Given the contents of the report, in my view, the car was of satisfactory quality when supplied to Miss W.

I've also taken into account that Miss W's car had travelled just over 119,000 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 timing chain shouldn't have failed at that time because of an underlying issue with it at the point of supply. And given that Miss W was able to travel around 6,000 miles without any issue, I'm persuaded an inherent issue with the timing chain would have presented itself much sooner.

I empathise with the situation Miss W is now left in, and I understand why this isn't the outcome she would've wanted. But for the reasons I've explained I won't be asking BMF to take any further 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 Miss W to accept or reject my decision before 2 January 2026.

Rajvinder Pnaiser  
**Ombudsman**