

The complaint

Miss T complains about the quality of a car that was supplied through a hire purchase agreement with Blue Motor Finance Ltd (BMF).

What happened

The circumstances surrounding this complaint and my initial findings were set out in my provisional decision which is attached and should be read in conjunction with this final decision.

I sent Miss T and BMF my provisional decision in October 2025. I explained why I didn't think the complaint should be upheld.

I invited both parties to make any further comments. BMF didn't respond, however Miss T responded to say she didn't accept my provisional decision. Miss T made some further comments which I'll address below, however, now both sides have had an opportunity to comment, I can go ahead with my final decision.

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.

Miss T has made a submission in response to my provisional decision. I have considered all of what it has said. The response included challenges to the conclusion I had reached, but in the main, didn't provide any new material or any new significant evidence for me to consider. I'll address what I consider to be the main points Miss T has raised and explain why these don't change the outcome I've reached.

Within her response Miss T said she reported issues with the car soon after it was supplied to her and sent in a video showing alerts on the dashboard. She said the mechanical issues with the car were ongoing. I don't doubt there were issues with it, but I'm not persuaded they made the car of unsatisfactory quality given its age and mileage when she acquired it. The evidence Miss T refers to doesn't specifically point to an issue with the transmission at the point of supply which is what was identified on the independent report as the main fault causing the vehicle to be unroadworthy.

Miss T referred to evidence she provided from a third-party garage. For example, the Invoice for the vehicle check, dated 19 July 2024, advised of an issue with the starter motor, engine cover missing, oil level and slight leak. However, I noted that the cause of the issues wasn't commented on by the mechanic and Miss T had already travelled around 3,000 miles at that point. There was also no mention of the transmission issues that were picked up on the independent inspection report. I recognise Miss T had the starter motor replaced a few days later at the same garage. However, given the age and mileage of the car when it was supplied, I don't think this is necessarily unreasonable, particularly as I've no evidence of the

cause of its failure. I also don't consider it was related to the main issue of the transmission failure.

All things considered, given Miss T had travelled around 8,000 miles since supply, it follows that I'm not persuaded the mechanic reports or invoices are conclusive in determining that the car wasn't of satisfactory quality when it was supplied.

The above is not exhaustive, but a summary of what I considered to be the main points raised in Miss T's response to my provisional decision. To be clear, I've considered all the information provided by both parties in relation to this complaint, however, to maintain the informal approach of this service I've focussed on what I've considered to be the main issues raised.

I still consider my provisional decision to be fair and reasonable in the circumstances. Neither party has added anything which gives me cause to change these. Therefore, for the reasons as set out above and in my provisional decision, I'm satisfied that the car was of satisfactory quality when it was supplied to Miss T. So, my final decision is the same.

I recognise that this decision is likely to be disappointing for Miss T, however I can assure them that I've considered all the evidence provided and believe on balance that my provisional findings are fair in the circumstances.

My final decision

My final decision is that I don't uphold Miss T's complaint about Blue Motor Finance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 12 December 2025.

Benjamin John
Ombudsman