

## The complaint

Mr P complains about the quality of a vehicle that was supplied through a motor finance agreement with Blue Motor Finance Ltd (BMF).

## What happened

In August 2024, Mr P acquired a used car through a hire purchase agreement with BMF. The car was around eight years old and had travelled 109,423 miles when it was supplied. The cash price of the car was £9,250. A deposit of £2,000 is listed, so the total amount financed on the agreement was £7,250 payable over 36 monthly instalments of £261.90

Mr P said, after acquiring the car he noticed the following issues with it:

- he lacquer coating on the front bumper was peeled off T
- he rear bumper was cracked T
- he front and rear bumpers have been resprayed poorly T
- he driver's side front door and sill are heavily corroded T
- he front right tyre was flat T
- he engine produced a loud knocking sound H
- igh oil consumption F
- requent loss of power and warning lights on the dashboard H
- igh fuel consumption

Mr P said the dealership gave him assurances, at the point of sale, that the issues would be fixed. To resolve things, Mr P said he wants his deposit refunded and to be able to return the car.

In October 2024, BMF issued their final response to the complaint which they didn't uphold. In summary, it noted Mr P had driven the car around 5,000 miles since supply. It advised the conclusion of an inspection report, which they arranged, considered there was wear and tear to the turbocharger and the fault codes were recently stored and so concluded the defects would not have been developing at the point of sale.

Unhappy with their decision, Mr P brought his complaint to our service where it was passed to one of our Investigators to look into.

Mr P said that since purchasing the car he's faced severe stress and financial hardship. The car's defects prevented him from taking up new employment affecting his income. He said the high fuel and oil consumption made the vehicle costly to maintain, resulting in long periods of non-use.

Mr P provided a copy of a mechanics estimate, fault codes and health check report dated in January 2025. In summary, the mileage was recorded as 57,128 and it highlighted as red areas the brake fluid, engine oil, tyre depth, and advised there was no history of the timing belt having been replaced.

In July 2025, our Investigator issued their view and recommended that Mr P's complaint should not be upheld. In summary the Investigator considered based on the evidence provided it wasn't unreasonable that the issues with the car had surfaced given its age and mileage when it was supplied.

Mr P didn't accept the Investigator's view. He said his right to reject was ignored, the fault was present at the point of sale, and he was promised a full-service history. Based on the evidence Mr P provided, a second view was issued for the complaint in September 2025.

The Investigator didn't uphold the complaint and wasn't persuaded the issues with the car made it of unsatisfactory quality. The investigator considered wear and tear was the most likely cause of any issues and any agreement with the dealership to fix cosmetic issues was not the liability of BMF.

However, Mr P didn't accept the Investigator's view and he asked that the complaint be referred to an ombudsman for a final decision.

Mr P made a final written submission which covered the background of the complaint, and highlighted the short term right to reject the car, the mechanical faults experienced, the agreement made with the dealership for repairs, feedback on the independent inspection report and the difficulty he experienced in obtaining his own report.

### **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.

In considering what is fair and reasonable, I've thought about all the evidence and information provided afresh and the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider to have been good industry practice at the relevant time.

Firstly, I'm aware that I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here.

Our rules allow me to do this. This simply reflects the informal nature of our service as a free 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.

Mr P complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr P's complaint about BMF. BMF is also the supplier of the goods under this agreement, and is responsible for a complaint about their quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

My starting point is that BMF supplied Mr P with a used vehicle that had travelled over 100,000 miles. With this in mind, I think it's fair to say that a reasonable person would expect the level of quality to be less than that of a brand-new car with lower mileage; and that there may be signs of wear and tear due to its usage which may impact its overall quality and reliability, so there'd be an increased likelihood of unforeseen problems surfacing sooner than in a new vehicle.

From the information provided I'm satisfied there was a fault with the car. This is apparent from the independent inspection report which identified a fault with the turbocharger. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

#### *Satisfactory quality*

Mr P's main complaint is around BMF's refusal to facilitate a rejection of the car based on a false agreement Mr P said he had with the dealership, and the dealership's failure to allow him to reject the car within the first 30 days.

Mr P provided a copy of a message he sent in September 2024, to the dealership asking that he be able to return the vehicle. In the message he said he wanted to return it due to the problems he was experiencing with it.

Under the CRA, Mr P would be able to reject the goods if it's found to be faulty and not conforming to the contract. So, I'm satisfied it was reasonable for BMF to arrange an independent inspection of the car. This took place in October 2024, the following month.

I've noted that the mileage at the point of the inspection was 114,495. This means that Mr P had travelled around 5,000 miles in less than two months of ownership. It also means if Mr P was experiencing an issue with it, I think it's fair to say he wasn't likely mitigating any issues based on the above average use of it in the weeks after supply.

The independent inspection report confirmed a problem with the turbocharger; however, it concluded it was suffering from wear and that a replacement of the turbo charger wasn't uncommon given the vehicle's age and mileage. It said due to the miles completed at the point of inspection it didn't consider the defect to have been present or developing at the point of sale.

Within his submission, Mr P challenged the independent report. Among other things, he said the fault codes were cleared prior to the inspection, and there was no internal engine check or road test completed.

I've thought about what Mr P has said about it, but overall, I'm satisfied with the scope of the inspection, as it's not uncommon that independent vehicle inspections would have limitations within their scope based on different factors. However, I'm satisfied that the inspection was carried out by an industry expert and that they'd be best placed to fairly assess the condition of Mr P's vehicle and likely cause of a component's defect.

I've considered the further evidence provided by Mr P, like the health check report, however this raises issues with the tyres, the brake fluid, low engine oil and the timing chain advisory. All of which are not uncommon given the mileage covered up to that point. The health check didn't raise any concerns with the turbocharger. The fault codes identified are also not a confirmation that a fault exists.

Mr P provided a signed statement from the dealership confirming a paint and repair to the rear bumper would be carried out. This was dated 29 August 2024. Mr P says he was given assurances of the cosmetic works.

I've thought about this carefully, however I'm not persuaded this means the car was of unsatisfactory quality. The issues mentioned in the statement relate to cosmetic issues which for a car that had travelled around 109,000 miles, I don't consider to be unreasonable. Mr P agreed this with the dealership, and I don't consider that it formed part of the agreement Mr P entered into with BMF, so Mr P may decide to take this up separately with the dealership if he remains unhappy with those assurances.

The other issues raised by Mr P in his original complaint to BMF also relate to cosmetic or wear and tear issues which I don't think are unreasonable to identify on a car of that age and mileage.

So, all things considered, and in the circumstances of this complaint I'm satisfied the car supplied to Mr P was of satisfactory quality at that point. And so, I don't require BMF to take any action in relation to this complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 January 2026.

Benjamin John  
**Ombudsman**