DRN-6017597

The complaint

Mr H is unhappy that a car supplied to him under a hire purchase agreement with Blue Motor Finance Ltd ('BMF') was of an unsatisfactory quality.

What happened

On 9 October 2024, Mr H was supplied with a used car through a hire purchase agreement with BMF. He paid an advance payment of £8,250 and the agreement was for £11,305 over 60 months; with monthly payments of £278.41. At the time of supply, the car was around eight and a half years old and had done 72,910 miles (according to the MOT record for 6 August 2024).

Mr H says that, within a week of being supplied the car, a warning light came on indicating the diesel particulate filter ('DPF') needed self-cleaning, advising him that he would need to drive above 40mph for 20 minutes to clean the filter. He says he contacted the supplying dealership about this, and they said they would investigate matters. Mr H has supplied photographic evidence that he raised this issue with the dealership on 18 October 2024, when the car had done 75,171 miles. However, the dealership closed down in November 2024, before any work was done on the car.

Mr H says the problems continued, with warning messages every few weeks, so he arranged for the car to be inspected at a local garage. This inspection took place on 3 March 2025, and several issues with the car were identified. So, he complained to BMF.

BMF arranged for the car to be inspected by an independent engineer. This inspection took place on 18 March 2025, when the car had done 78,724 miles. The engineer identified an oil leak and soot contamination in the exhaust pipe, which *"is indicative of a compromised DPF system … upon perusal of the DPF system, there was a current 74% soot mass [and] the vehicle has been subjected to 247 incomplete regenerations, and 166 partial regenerations."*

The engineer concluded that, while the car was displaying symptoms of a fractured DPF monolith, due to *"the time and mileage elapsed since inception, we do not consider the defect to have been developing"* at the point of supply. The engineer also confirmed the car was of a satisfactory quality when it was supplied to Mr H.

Based on this report, BMF didn't uphold Mr H's complaint. So, he brought the matter to the Financial Ombudsman Service for investigation.

Our investigator said the independent engineer's report was reasonable to rely upon, and there was nothing to show the issue with the DPF was present or developing when the car was supplied to Mr H. The investigator also said that the DPF started to fail at a point it could reasonably be expected to, so it wasn't insufficiently durable. Given this, the investigator didn't think that BMF needed to do anything more.

The investigator also said that Mr H has subsequently raised additional problems with the car, with an estimated repair cost of £5,000 for an engine rebuild. However, as these issues

hadn't been raised with BMF, the investigator explained that we were unable to consider these at this stage.

Mr H didn't agree with the investigator's opinion. He commented on the actions of the dealership after he contacted them about the DPF issues, about the current issues with the car, and that he wasn't happy with the inspection carried out by the independent engineer, which he didn't consider to be impartial or accurate. Mr H also said that the supply mileage was not 73,000, and was nearer to 75,000, and he couldn't have driven 2,000 miles between being supplied with the car and the first DPF warning message.

Mr H provided photographic evidence to show that the mileage on the car on 9 October 2024, the day it was supplied to him, was 74,843 miles. This information was supplied to the independent engineer. They said that the DPF should regenerate between 250 and 750 miles, dependent upon usage, so, if there was an issue with the DPF, it would be expected to show within the first 1,000 miles after supply. So, the engineer didn't think the mileage change altered their view that the car was of a satisfactory condition upon supply.

Mr H had the car inspected by a different independent engineer. This inspection took place on 21 August 2025, when the car had done 80,061 miles – 5,218 miles since being supplied to Mr H. The second engineer had sight of the original engineer's report when inspecting the car.

The second engineer found a heavy oil leak from the crankshaft, and metallic debris in the oil filter. They said the car had been suffering from DPF issues, which has caused oil dilution, which in turn has caused advanced wear to the engine. Given the evidence Mr H has supplied – dated photographs of warning messages and associated mileages – the engineer concluded that *"the faults identified would on the balance of probability been developing at purchase."*

BMF sent a copy of the second engineer's report to the first engineer for comment. The first engineer agreed the DPF issue had caused the subsequent engine damage, but thought this was caused by *"the neglectful actions [of Mr H] … due to the continuous usage and ignorance regarding visible warnings, the engine has now been compromised."*

After considering the additional evidence, the investigator considered the original engineer's reports to be more persuasive. So, they didn't change their opinion.

Mr H still didn't accept the investigator's opinion, so this matter 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 the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

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 was good industry practice at the time. Mr H was supplied with a car under a hire

purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, BMF are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history.

The CRA also implies that goods must confirm 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. So, if I thought the car was faulty when Mr H took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask BMF to put this right.

In this instance it's not disputed there is a problem with the car that has been caused by DPF issues. However, there are two conflicting independent engineer's reports which, essentially, while they both agree there are DPF issues with the car, the first says the issues weren't present or developing at the point of supply, while the second engineer says they were.

For clarity, I think it would be useful if I explained how a DPF works. As diesel exhaust fumes pass through the DPF, harmful soot particles are trapped within it, reducing air pollution. The DPF self-cleans (regenerates) on a regular basis, burning off the trapped soot. This regeneration process requires the car to be driven at a consistent speed, for a specified period of time, which allows the DPF to reach a temperature sufficient to burn off the soot. Based on the warning messages Mr H has shown were displayed, for the car supplied to him this requires constant speeds above 40mph for a minimum of 20 minutes.

The regeneration process will take place on a regular basis which, dependent upon the amount of soot, is usually between every 250 and 750 miles – this has been confirmed by one of the independent engineers. However, if the driving conditions aren't met to allow for regeneration, the regeneration will either fail or be partially successful. In these cases, the engine will inject fuel into the oil in an attempt to force a regeneration – but this still requires the car to be driven at a constant speed for a period of time.

Short journeys, and stop start driving, the typical conditions you would find driving in an urban environment, do not allow for successful regeneration of the DPF. And the oil dilution resulting from this will accelerate engine wear, causing premature failure.

As I've said above, when faced with contradictory evidence, my decision is based on what I think is most likely to have happened given the available evidence and wider circumstances. In reaching my decision, I would like to confirm that I'm satisfied the mileage at the point of supply was around 74,800 miles, and not the 72,900 miles indicated by the MOT record.

As Mr H has confirmed, the car was driven from the supplying dealership in Greater Manchester to his home in London, when it was supplied to him. This journey would've involved extensive motorway driving, thereby fulfilling the requirements for DPF regeneration. As such, I think it's fair to conclude that the delivery journey would result in the car being supplied to Mr H with a fully regenerated DPF.

Mr H initially had warning messages about the need to regenerate the DPF after he had driven the car around 300 miles. This is consistent with when regeneration would be required if the car was being driven in traffic, in an urban environment. What's more, by his

own testimony, Mr H received these regeneration required warnings on a regular basis before the engine failed due to oil dilution.

The photographic evidence Mr H has supplied, which dates between 18 October 2024 and 16 January 2025, shows the warning messages received, and the associated mileage. However, these also show the location where the photographs were taken. I've noted that all these photographs were taken within four miles of Mr H's declared address.

Given this evidence, I'm satisfied that Mr H drove 2,657 miles in a two-month period, during which he received five separate warnings related to the DPF. But, given the evidence that we have that supports how Mr H was using the car, I'm satisfied it's more likely than not that this mileage was mostly short journeys in traffic – journeys that don't support regeneration of the DPF. The data obtained from the car by one of the independent engineer's also supports this conclusion – the car had 247 incomplete regenerations and 166 partial regenerations.

So, while the DPF was not regenerating, this was as a result of the way it was being driven, and not because of any inherent fault with the DPF when it was supplied – given the journey undertaken to supply the car, if the DPF wasn't regenerating due to a fault, then the car would've been supplied to Mr H with a live DPF warning, which it wasn't, and the 9 October 2024 photo Mr H took of the dashboard (which has proved the delivery mileage) shows this was the case.

Therefore, and while I appreciate this will come as a disappointment to Mr H, for the reasons stated I'm more persuaded by the comments made by the first independent engineer, that the issues with the car weren't present or developing when it was supplied to Mr H. As such, BMF aren't responsible for this, and I won't be asking them to take any further action.

My final decision

For the reasons explained, I don't uphold Mr H's complaint about Blue Motor Finance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 February 2026.

Andrew Burford
Ombudsman