

## **The complaint**

Miss V complains about the quality of a vehicle that was supplied through a motor finance agreement with BLUE MOTOR FINANCE LIMITED (BMF).

## **What happened**

In January 2025, Miss V acquired a used car through a hire purchase agreement with BMF. The car was around nine years old and had travelled about 64,000 miles when it was supplied to her. The cash price of the car was £8,613. A deposit of £239.21 was listed as a part-exchange amount, so the total amount financed under the agreement was £8,613, payable over 60 instalments of £201.99.

Miss V said that when she test-drove the car, she noticed a rattle, and she was told this would be repaired before collection. However, around three weeks after collecting the car, it lost power and displayed a problem with the stop/start system. She also reported issues with the heater and the front passenger window.

Miss V explained that the dealership replaced the battery; however, the car broke down again displaying the same fault. The dealership took the car back for further investigation. Miss V said the rattle she heard during the test drive was still present and she believes the issues are related to a deteriorating alternator.

She said her main concerns relate to the alternator and the roll bar links. BMF arranged an independent inspection, which concluded the issues were due to general wear and tear.

In August 2025, BMF issued their final response to Miss V's complaint. They confirmed the independent inspection had concluded the issues were the result of wear and tear and wouldn't have been present at the point of supply. On that basis, BMF didn't uphold the complaint.

Unhappy with BMF's decision, Miss V referred her complaint to this service. She also said the issues were causing her anxiety, as she didn't feel safe driving the car.

In November 2025, the investigator issued their view and recommended that Miss V's complaint should be upheld. The investigator concluded the car wasn't of satisfactory quality when supplied and that, despite attempted repairs, the issue still existed. They recommended that BMF cover the cost of repairs and pay Miss V £300 in compensation for the distress and inconvenience caused.

Miss V accepted these recommendations. BMF didn't. They said the issues were due to wear and tear and were to be expected in a car of that age and mileage. BMF therefore requested that the complaint be referred to an ombudsman for a 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.

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.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Miss V complains about a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Miss V'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. The CRA also explains the durability of goods is part of satisfactory quality.

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.

Here, Miss V acquired a used car which had covered around 64,000 miles, was around nine years old, and cost around £8,613. So, I think a reasonable person would not have the same expectation of quality as they would for a newer model with lower mileage. But I still think they would expect the car to be free from any major defects and to provide trouble-free motoring for a reasonable amount of time and distance.

From the information provided, I'm satisfied there was a fault with the car. The independent inspection concluded there was noise from the anti-roll bar links, a rattle from the dashboard, and a deteriorating alternator that required replacing. Having considered these faults, I've assessed whether the car was of satisfactory quality at the time of supply.

#### Satisfactory quality

Miss V provided a timeline showing that during the test drive she experienced issues with the battery and heard a rattling noise coming from the front of the car, which she was told would be repaired. Miss V said the car broke down the following month due to an issue with the stop/start system, and despite being returned to the dealership, the issue recurred.

BMF hasn't disputed what Miss V has said, nor have they provided any evidence to disprove it either.

The independent report completed in August 2025 gave the opinion that there was noise from the anti-roll bar links, the alternator was beginning to deteriorate—affecting the stop/start system—and that the alternator would need replacing. The report also confirmed a rattling noise. However, it concluded the issues identified were due to general wear and tear and, considering the mileage covered, they wouldn't have been present or developing when the car was supplied. BMF based their outcome on this report.

However, I've considered that Miss V reported a rattling noise during the test drive, which remained present and was later confirmed by the independent inspection completed seven months afterwards.

Miss V also advised that the stop/start system was faulty, and this was also confirmed in the inspection report as being affected by the deteriorating alternator. She has recently confirmed, in February 2026, a recurrence of the fault. I recognise this latest report hasn't been verified by an expert; however, I'm satisfied that the stop/start system fault—which initially caused the car to be brought in for repairs—was still persisting.

I don't disagree with the report's view that the issues were due to general wear and tear; however, I don't think Miss V should be expected to accept issues that were presenting themselves from the point of supply.

I also don't consider the issues were suitably repaired when the dealership investigated them. Miss V confirmed the car was delayed prior to collection to address the issues, and then returned to the garage on two further occasions. She said the battery was replaced due to fault codes found. I think it is likely the alternator was already deteriorating at the point of supply, to the extent that it was affecting the stop/start system—something the inspection report also confirmed.

All things considered, although the issues may be related to wear and tear, they occurred within weeks of supply. So I'm not persuaded they resulted from Miss V's use, but rather from previous ownership—to the extent that the dealership attempted repairs on more than one occasion.

Taking everything into account, I'm satisfied from the evidence that the car wasn't in a condition that met the standard of satisfactory quality when it was supplied to Miss V.

As I've concluded the car wasn't of satisfactory quality when supplied, BMF will need to put things right for Miss V. She said most of the issues have been addressed, but the stop/start fault persists. She also said she received the use of a courtesy car while repairs were carried out, so I don't consider BMF needs to make any refund for this. However, I think it's reasonable for BMF to cover the cost of the repairs required to resolve the stop/start issue. The independent report advised the alternator needed replacing, and I've seen no evidence suggesting the fault relates to another component or that the repair would be financially disproportionate. So I'm satisfied BMF should arrange this at no additional cost to Miss V.

Miss V has also described the inconvenience caused as a result of these issues. I agree with the investigator that £300 in compensation fairly recognises the distress and inconvenience caused to Miss V by the faulty car.

### **My final decision**

My final decision is that I uphold Miss V's complaint about BLUE MOTOR FINANCE LIMITED and instruct them to:

- arrange the repairs to the stop/start system as per the findings of the independent inspection report.
- pay Miss V £300 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 27 March 2026.

Benjamin John  
**Ombudsman**