

The complaint

Mr A complains that the car he acquired financed through a hire purchase agreement with Blue Motor Finance Limited (“BMFL”) wasn’t of satisfactory quality.

Mr A is represented in this complaint. However, for the sake of simplicity in this decision I have referred to all of the submissions from Mr A’s representative as being made by Mr A.

What happened

In May 2025 Mr A acquired a car financed through a hire purchase agreement with BMFL. Mr A said after one week problems with the car started and he contacted the dealer. He said the dealer paid him £1,155 for repairs but the problems and breakdowns never stopped. Mr A said he took the car to an independent manufacturer’s garage which reported to him that the car hasn’t got a Diesel Particulate Filter (DPF) or AdBlue system. He said he contacted the dealer again but was advised to contact BMFL, so he raised a complaint.

In its final response BMFL did not uphold the complaint. It said as the vehicle had passed an MOT during the time Mr A has had the car there was no evidence to say when the DPF or AdBlue system were removed. Mr A didn’t agree and brought his complaint to this service.

Our investigator concluded that the car was of satisfactory quality when supplied. Mr A wasn’t satisfied and asked for a decision from an ombudsman.

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.

I realise this will come as a disappointment to Mr A but having done so I agree with the conclusions reached by the investigator for the reasons I’ve outlined below.

In considering what is fair and reasonable I need to have regard to the relevant law and regulations, regulator’s rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time. Mr A’s hire purchase agreement is a regulated consumer agreement and as such this service can consider complaints relating to it.

BMFL, as the supplier of the car, was responsible for ensuring it was of satisfactory quality when it was supplied to Mr A. Whether or not it was of satisfactory quality at that time will depend on several factors, including the age and mileage of the car and the price that was paid for it. The car was about five and a half years old, had been driven for approximately 113,00 miles and had a price of £25,000. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on several factors.

If I am to decide the car wasn’t of satisfactory quality I must be persuaded faults were present at the point of supply. Faults that developed afterwards are not relevant, moreover

even if the faults reported were present at the point of supply this will not necessarily mean the car wasn't of satisfactory quality. This is because a second-hand car might be expected to have faults related to reasonable wear and tear.

Mr A reported faults to the dealer shortly after he acquired the car. The dealer paid Mr A £1,155 for these repairs. It appears these repairs were completed. The outstanding issue Mr A has concerns the DPF and the AdBlue so I will address those points.

I'm not persuaded there is a fault with the car. By this I mean I've not seen enough evidence the DPF and AdBlue system were missing when Mr A acquired the vehicle. And the evidence that is available is conflicting.

Mr A has provided an invoice dated 6 August 2025, approximately three months after supply

"Initial short test found no communication with SCR (suspect deleted). Checked actual values confirmed independent garages statement of all actual values of DPF pressure sensors & fill level @ 0%. Checked tail pipe found sooty indicating DPF damage or removal. Removed exit pipe of DPF found no sign of catalyst matrix (usually visible with naked eye) inspected internals of DPF with borescope no catalyst honeycomb matrix found inside & excessive soot inside. Confirmed DPF removed & suspect SCR delete c/o on vehicle."

Mr A also provided a report from another third party garage, M, dated 18 November. Data readings indicate the DPF has been removed and a visual inspection also suggested it's been removed.

These two job cards indicate the DPF has been removed although it's not clear on either report when this might have happened.

Mr A signed his agreement on 21 May 2025. On 27 May the car passed an MOT with no faults or advisories regarding the DPF or the AdBlue. The mileage was 113,402. On 10 October the car passed another MOT. The mileage was 122,574. During the MOT the tester will perform a visual inspection, a smoke emissions test and will check for tampering. Removing the DPF makes the vehicle illegal for use on the road and there are steep penalties for doing so.

Where the evidence is incomplete, inconclusive or contradictory I reach my decision on the balance of probabilities - in other words what I consider is most likely to be the case considering the available evidence and the wider circumstances.

I'm persuaded it's unlikely the DPF or AdBlue system were missing at the point of supply. I say this because I am more persuaded by the two MOT passes, as it seems unlikely the car would have been tested twice, months apart, and pass both times if these systems were missing. If I accept for a moment they are missing now, as the reports suggest, I've seen no evidence indicating when they would have been removed and if that was before or after Mr A acquired the car.

Mr A has said there is a procedural impropriety as BMFL was asked to do an independent inspection of the car but declined. He said this evidence would be central to the dispute. I do understand Mr A's concern but neither of his inspections were able to determine when the DPF was removed (if it was) so I'm not sure another independent inspection would have offered better clarity.

I understand this isn't the outcome Mr A wanted but I think it more likely the vehicle was of satisfactory quality when it was supplied to him so I won't be asking BMFL to do anything

further.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 23 March 2026.

Maxine Sutton
Ombudsman