

## The complaint

Miss L complains that a car supplied to her under a hire purchase agreement with BLUE MOTOR FINANCE LIMITED (BMF) was of unsatisfactory quality.

## What happened

In March 2025, Miss L was supplied with a used car through a hire purchase agreement with BMF. The cash price of the car was £13,695. She paid a deposit of £2,100 which included a part exchange of £500. The agreement was for £11,595 over 84 monthly payments of £245.65. At the time of supply, the car was around seven years old. The sales invoice listed a mileage of 92,000, though an MOT around the same time shows a mileage of 94,442.

In September 2025, the car broke down and was returned to the dealership. The dealership said the engine had been running on low oil which accelerated wear of the timing chain components causing it to fail. Miss L made a complaint to BMF. She said the timing chain had snapped entirely, and the dealership had provided incorrect information about the car's condition. She said the car must have been faulty at the point of supply for it to have failed so quickly.

BMF didn't agree there was evidence the car was faulty at the point of supply, so the complaint was referred to this service. One of our Investigators considered the complaint and was satisfied on balance the car's timing chain had failed as a result of normal wear and tear – which BMF wasn't responsible for.

Miss L didn't agree with the Investigator's conclusions. She said the timing chain should last the lifetime of the car, and that driving around 6,000 miles over less than six months wouldn't be enough to cause it to fail unless there was already a problem. She said she'd been assured the car had been serviced before the point of supply, so didn't expect to experience problems so soon. She asked for the complaint to be referred to an Ombudsman for a final decision. So, it's been passed to me to decide.

Since the complaint was passed to me, BMF has arranged an independent engineer's inspection of the car. The engineer concluded the timing chain had pulled apart as a result of gradual wear commensurate with the car's age and mileage. I told Miss L that having considered the independent engineer's report I intended to reach the same overall outcome as our Investigator – for broadly the same reasons. This is because the report further supported our Investigator's conclusion that the timing chain failed as a result of normal wear and tear – and I found the report reasonable to rely upon. Miss L responded and provided the following comments:

- The mileage at the point of supply was 96,000 – not 94,442 as the engineer suggested.
- Her partner is experienced in the motor trade and says the timing chain is a non-serviceable item. She was told the car had been recently serviced, so the timing chain should have been checked before the car was supplied.
- The Consumer Rights Act 2015 (CRA) says the dealership has to prove the fault wasn't present at the point of supply – not the other way around.

- She asked if she would be expected to continue paying for a car she cannot use and can't afford to repair.

I've considered Miss L's comments and have now reached a decision on the matter.

### **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.

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 decision on the balance of probabilities – what I think is more likely than not 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. Miss L was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means I can consider a complaint about it.

The CRA covers agreements such as the one Miss L entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says goods will be considered of satisfactory quality where they meet the standard a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

So, if I thought the car was faulty when Miss L took possession of it, or wasn't sufficiently durable, and this made it not of satisfactory quality, it'd be fair and reasonable to ask BMF to put this right.

In this case, the car was seven years old and had travelled more than 94,000 miles since the point of supply. I think a reasonable person would expect a car of this age and mileage to have significantly more wear and tear – and to require repairs and maintenance sooner – than a newer or less travelled one would. But they wouldn't expect the car to be supplied with any significant defects, and would expect it to be reasonably safe and durable.

I note Miss L recalls the mileage being closer to 96,000 miles at the point of supply. The documentary evidence I've seen shows a mileage of 94,442 and I haven't seen any contemporaneous evidence to show it was higher than that. But while I've considered Miss L's comments about this, this is ultimately a small discrepancy, and I don't think it makes a difference to my overall conclusions about the complaint.

It's not disputed that the car currently has a fault – as the timing chain has pulled apart rendering the car undrivable. I also think it's fair to say the fault wasn't present at the point of supply – as Miss L wouldn't have been able to drive more than 7,000 miles if it was. What I need to decide is whether the fault was developing at the point of supply – and whether the car was of unsatisfactory quality as a result.

Under the CRA, faults which occur within the first six months of an agreement are assumed to have been present or developing at the point of supply – unless there's evidence to

suggest otherwise. However, if a fault is a result of normal wear and tear that a reasonable person would expect given the car's age and mileage, that wouldn't necessarily mean the car was of unsatisfactory quality. In this case the fault developed in just under six months. BMF says the timing chain failed as a result of normal wear and tear. Miss L disagrees and says the timing chain should last the life of the car. I've considered what's more likely on balance taking the available evidence into account.

I've looked at the dealership's comments following their inspection of the car. I note the dealership says the fault was caused by the car being driven on low oil. They also refer only to a noise coming from the timing chain, rather than the fact it was pulled apart.

I've also seen the independent engineer's report dated April 2026. In their report the engineer confirmed their duty is to the courts, rather than to either party. As such, I'm satisfied this report is reasonable to rely upon. The engineer noted that a timing chain link had pulled apart, and found evidence the chain was worn in several areas. They gave the following opinion:

*"During our inspection, it was also noted that there was a groove in the upper chain cover, indicating chain contact prior to the chain snapping, which typically produces a ticking or rattling sound prior to engine damage occurring, and as such, it is considered highly likely that engine damage could have been prevented.*

*The vehicle is now 8 years old and has covered 102,000 miles, and as such, it is considered reasonable to expect that parts of the vehicle which are constantly and repeatedly used would suffer from general wear and deterioration and there is a greater risk that the vehicle will require repair and/or maintenance sooner than a newer vehicle which had not covered such mileage."*

The engineer concluded the timing chain pulled apart as a result of chain wear commensurate with the car's age and mileage. They also didn't consider the fault to have been developing at the point of supply.

Taking all of the available evidence into account – including Miss L's comments – I'm persuaded the timing chain failed as a result of normal wear and tear rather than because of an inherent fault or durability issue. While I understand Miss L strongly disagrees and says the timing chain shouldn't have failed at this age and mileage, I'm overall more persuaded by the findings of the independent engineer who inspected the timing chain. I haven't seen any mechanical evidence to persuade me that the timing chain failed prematurely or due to a problem with the car.

I can understand it would have come as a disappointment to Miss L to experience such a significant problem with the car relatively soon after it was supplied to her. I also appreciate this leaves her in a difficult position, as she says she can't arrange the necessary repairs. But, for the reasons I've outlined I'm satisfied the failure of the timing chain was a result of a normal level of wear and tear expected for a car of this age and mileage. This means I'm satisfied the car was of satisfactory quality when it was supplied to Miss L – so BMF doesn't need to take any action to resolve things. If Miss L has concerns about making payments towards the agreement going forward, she can discuss that with BMF in the first instance. I'd remind BMF of its duty to act with due forbearance and consideration for Miss L's circumstances.

### **My final decision**

My final decision is that I don't uphold Miss L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 19 May 2026.

Stephen Billings  
**Ombudsman**