

## The complaint

Miss T is unhappy that a car supplied to her under a hire purchase agreement with Blue Motor Finance Limited ('BMF') was of an unsatisfactory quality.

## What happened

In December 2023, Miss T was supplied with a used car through a hire purchase agreement with BMF. The agreement was for £6,538 over 60 months; with monthly payments of £167.04. At the time of supply, the car was over 10 years old and had done more than 45,000 miles - the MOT record for 14 July 2023, around five months before the car was supplied to Miss T, shows the car had done 45,074 miles. There is no actual supply mileage recorded on any of the finance documentation.

Miss T says she started to have problems with the car from shortly after it was supplied to her. In March 2024, the fuel rail pressure and MAP sensors were replaced under warranty, and in July 2024 the fuel filter was replaced after the car broke down. She says that she had problems again from October 2024 and, in February 2025, a diagnosis indicated a problem with the MAP sensor and the fuel rail wiring, and the turbo needed replacement. This work was all done under warranty.

In May 2025 the injector pump assembly, water pump, timing belt, and auxiliary belt were all replaced under warranty, and in July 2025 a leak was found in the EGR cooler. The warranty wouldn't cover the EGR cooler repair and Miss T complained to BMF. They didn't uphold her complaint, saying there was no evidence the current faults with the car were present or developing when it was supplied. Unhappy with this response, Miss T brought the matter to the Financial Ombudsman Service for investigation.

While our investigator said there were faults with the car, there was nothing to show that these were present or developing when the car was supplied, or that the car wasn't sufficiently durable – the issues seemed to be caused by age related wear and tear. So, the investigator didn't think BMF needed to do anything more.

Miss T was also unhappy with the customer service she'd received from BMF, but the investigator said the time Miss T had spent trying to sort things out stemmed from the faults with the car, and not from any failure in customer service.

Miss T didn't agree with the investigator's opinion. She said, despite the age of the car, it was low mileage, which indicated the faults were *"less likely to be the result of normal wear and tear and more consistent with pre-existing or early-developing faults."* She provided an independent inspection, dated 2 February 2025, which said:

*"having read through all of the documentation that was sent over relating to the above vehicle, it does look like there is a possibility that the fault has been there from the start. It looks like they have struggled to diagnose it correctly and repair it. The vehicle has no history with us therefore whilst I can see the connection that the fault was there from the start we have no fault codes for this vehicle. There it would be hard to prove."*

Miss T believed this report supported her position that the pattern of faults is not consistent with normal wear and tear. However, the investigator didn't agree, 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. Miss T 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 and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform 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 Miss T took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask BMF to put this right.

It's not disputed that Miss T had problems with the car within the first six months of supply, with the need to have sensors replaced. And, she also had further issues with the car after the six-month date had passed. As I've said above, the CRA assumes the issues within the first six months were present when the car was supplied, while the issues after six months are presumed to have developed after supply.

Section 24 of the CRA also allows for a single chance of repair. However, if this repair fails, or subsequent faults develop after the single chance of repair, Miss T is able to agree to further repairs to the car.

I've seen a diagnostic report dated 26 March 2024, which confirms the MAP sensor and fuel rail pressure sensor were replaced. This is the only instance of a fault with the car within the first six months of supply. While BMF weren't made aware of this issue at the time, given when the fault occurred, I'm satisfied the CRA hold them liable. And the repair that happened would be classed as the single chance of repair.

In July 2024, the car broke down due to a blocked fuel filter. This is a serviceable part, and can become blocked due to trapped debris, rust, and contaminants from fuel, or from the fuel tank (especially if poor quality fuel has been used). This includes the sludge that builds up in

the fuel tank over time in diesel engine cars (like the one supplied to Miss T), which can be pumped around the fuel system if the car is driven when the fuel levels are low. As such, I'm not satisfied the fuel filter issue in itself means the car wasn't of a satisfactory quality when it was supplied.

I've seen the diagnostic report dated 14 February 2025, when the car had done 53,593 miles. This indicated issues with the turbo, MAP sensor, and fuel rail wiring. While this may well indicate that the March 2024 repair wasn't successful, as a further repair was carried out, it would be fair to say Miss T accepted this in resolution to the earlier failed repair.

The warranty also covered the replacement of the injector pump assembly, water pump, timing belt, and auxiliary belt in May 2025. Again, these would be classed as Miss T accepting a further repair in resolution of the issue.

This brings us to the current issue with the car – the EGR cooler is leaking - and Miss T has been quoted around £2,500 to repair this. The independent report says *“there is a possibility that the fault has been there from the start.”* It's possible that a leaking EGR system could result in coolant entering the exhaust system, which then could damage the turbocharger blades. Coolant and soot can also combine in the intake manifold to cause a sludge that could coat and contaminate the MAP sensor. An EGR system fault can also trigger a 'service vehicle soon' message, and Miss T has evidenced she has had such a message.

Given this, I can understand why the independent report says all the issues with the car could be linked and present since supply. However, the report doesn't conclude this was most likely to be the case, instead saying that such a link would be hard to prove. So, for completeness, I've considered everything as a whole to see if there are any other likely explanations for what has happened.

While the diagnostic invoice for 14 February 2025 doesn't say why the turbo failed, it does state *“Map sensor was finger tight at best in the manifold – remove to check and clean up – heavily carboned.”* One of the reasons for a heavily carboned MAP sensor is a fault with the EGR system. However, this is not the only reason, or even the most likely reason. This issue could also have been caused by poor quality fuel being used in the car, and/or the car being used for frequent short journeys. But I've noted this invoice doesn't make any reference to a coolant leak, nor does any of the previous diagnostic evidence. And this is something I'd expect if the EGR cooler had already failed.

As I've said above, the use of poor-quality fuel can cause issues with the fuel filter as well as the MAP sensor. And the fuel filter needed replacement in July 2024. So, the combination of these two would indicate a fuel issue is a likely potential cause. For clarity, I'm not saying that Miss T has been using poor quality fuel in the car, but the car was over 10 years old when it was supplied to her, and I can't be certain of what quality of fuel was used in the car during that 10-year period. And this is something the supplying dealership couldn't have been aware of either.

What's more, issues with the MAP sensor becoming heavily carbonated can be caused by frequent short journeys and low mileage usage of a diesel car. And, while an EGR cooler can be expected to last at least 80,000 miles, a lack of servicing and regular short journeys can reduce this to as low as 30,000 miles. It's not disputed that the car was supplied without a service history and, while Miss T has had the car serviced, the lack of servicing in the 10-years prior to the car being supplied to her could have reduced the lifespan of parts to a point where regular servicing wouldn't reverse this.

Finally, I've noted that the car has done less than 60,000 miles in the 12-years before the EGR cooler fault was identified. This is less than 5,000 miles a year on average. An

extremely low mileage for the age of a car is a good indicator the car has been used for frequent short journeys during its lifetime. And this can be a major factor in the issues that are currently present.

As I've explained above, 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. When taking into consideration the issues with the car; the lack of evidence of any coolant leak before July 2025, despite the number of diagnostics and repairs that have taken place; the low mileage the car had done given its age; the fact that low mileage is a good indicator of frequent short journeys, which is a potential causation factor in all the issues with the car; and that just the age of the car itself could indicate parts are reaching the end of their lifespan (manufacturers usually refer to the lifespan of parts in both miles and years as environmental factors can also cause parts to wear); I can't agree with the conclusions reached by the independent report.

While I appreciate this will come as a disappointment to Miss T, on the balance of probabilities I'm not satisfied the car was of an unsatisfactory quality when it was supplied to her, or that it wasn't sufficiently durable. So, I won't be asking BMF to do anything more.

### **My final decision**

For the reasons explained, I don't uphold Miss T's complaint about Blue Motor Finance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 9 April 2026.

Andrew Burford  
**Ombudsman**