

The complaint

Mr R complains that a car supplied to him on finance with BLUE MOTOR FINANCE LIMITED ('BMF') was of unsatisfactory quality.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr R acquired a used car under a hire purchase agreement in June 2025, the car was nine years old, and the mileage was around 36,000. The cash price for the vehicle was £9,995.

Soon after acquiring the car Mr R says, he experienced problems with the car so in November 2025 he complained to BMF.

In short, he said when doing a full lock turn there was a noise coming from the wheel and when he went over bumps the wheels made a rattling noise. He said there are issues with the suspension, and the vehicle lost power going around roundabouts. There was also a lot of rust underneath the vehicle, because the problems occurred so soon after he acquired the car, he felt the vehicle was of unsatisfactory quality.

BMF commissioned an independent inspection to investigate the potential faults. Based on the findings of this report it issued its final response letter. In short it didn't uphold the complaint. It said the engineer confirmed the faults were due to wear and tear and so it didn't think the car was of unsatisfactory quality.

Our Investigator looked at this complaint and said he didn't think it should be upheld. He said there was no dispute that there was a fault with the car but - based on the information he had, the faults were a result of wear and tear commensurate with the cars age and mileage. And he concluded that the car was not of unsatisfactory quality at the point of supply.

Mr R disagreed, he said the vehicle has required extensive repairs and potentially further repairs will be required. He presented the vehicle to an independent garage and obtained an invoice for repairs. The engineer didn't recommend repair or replacement of the timing chain or top mount, so Mr R questioned the validity of the independent inspection.

As an agreement couldn't be reached the complaint 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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr R, but I will explain my reasons below.

I trust Mr R will not take the fact that my findings focus on what I consider to be the central

issue as a discourtesy. The purpose of my decision isn't to address every point raised but to set out my conclusions and reasons for reaching them. This reflects the nature of our Service as an informal alternative to the courts.

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 good industry practice at the time.

The hire purchase agreement entered by Mr R is a regulated consumer credit agreement and this Service can consider complaints relating to it. BMF is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr R entered. Because BMF supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, considering factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr R's case the car was used and covered approximately 36,000 miles when he acquired it. So, I'd have different expectations of it compared to a brand-new car. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

It isn't in dispute that there's a fault with the car, both Mr R and the independent engineer confirm faults are present with the car. But simple existence of a fault isn't enough to hold BMF responsible for repairing the car or accepting its rejection.

A car has numerous mechanical and electrical parts which will inevitably wear with age and use. Different parts of a vehicle will have differing expected lifespans, and some will be required to be replaced as part of regular ongoing maintenance. I've not seen anything to persuade me that the faults which Mr R complains of now failed prematurely or was not reasonably durable given its age and mileage.

The CRA 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. But, where the fault is identified after the first six months, the CRA implies that it's for Mr R to show it was present when the car was supplied.

BMF commissioned an independent inspection. I've seen a copy of the independent engineer's report for the inspection that took place on 12 November 2025. The engineer set out its opinion, notably it said:

'In our opinion, there is an evident engine noise from the vehicle consistent with a worn and stretched timing chain.

At this stage, this should respond to simple chain replacement, although if the vehicle returns to use, there is a possibility of this snapping and causing further damage.

There is also a creak from the top mounting on steering rotation, consistent with the

mounting bearing being dry and worn.

These are wear related issues, which are not unexpected on any vehicle of such age.

Taking into consideration the time and mileage elapsed since inception, we do not consider the defect to have been developing at that point.'

It went on to conclude:

'We can conclude that the vehicle is displaying symptoms of wear of the timing chain and the top mounting.

The vehicle is now almost 10 years old, and as such, it is considered that the components are gradually reaching the end of their working life.

The defects are not considered to have been developing at inception.'

The independent inspection report concludes that the engine noise identified during examination is consistent with a worn or stretched timing chain and recommends replacement of the chain as a reasonable remedial measure. The report further identifies that the creaking noise present within the steering system is consistent with dry and worn bearings.

These findings are characteristic of mechanical components that have experienced progressive wear over time rather than sudden or inherent manufacturing defects. On this basis, and having carefully reviewed the inspection evidence, I am satisfied that the vehicle supplied was of satisfactory quality at the point of sale, with the identified issues arising from normal operational wear and maintenance factors.

Following receipt of the inspection findings, Mr R booked the vehicle in with a manufacturer specialist, who subsequently issued an invoice detailing the work required to be undertaken. Mr R has questioned why the specialist did not explicitly recommend replacement of the timing chain, suggesting this creates inconsistency with the independent inspection findings. However, it is important to distinguish between a component being worn and producing noise consistent with deterioration, and a professional determination that immediate replacement is essential.

The independent engineer's assessment was diagnostic in nature and based on observed symptoms and mechanical reasoning; it did not state definitively that the component had catastrophically failed, but rather that replacement would be an appropriate corrective action to address the condition observed. The absence of an identical recommendation from another technician does not invalidate the inspection, particularly where both professional opinions acknowledge the presence of wear-related issues requiring maintenance.

I have carefully considered Mr R's concerns regarding the perceived inconsistency between the inspection findings and the specialist's actions. Nevertheless, I do not find that this difference undermines the reliability or validity of the independent inspection.

Mechanical components such as timing chains, bearings, and associated systems naturally degrade over time, and different technicians may reasonably exercise professional judgment as to the urgency of repairs. In this case, both sources of evidence support the conclusion that the vehicle required maintenance and repairs consistent with age and usage, rather than rectification of an inherent defect present at the time of supply.

I have also considered the vehicle's service history, which is a critical factor when assessing the likely cause of component wear. The documentation provided confirms that the vehicle underwent servicing in July 2023 and December 2024, followed by an oil and filter service in June 2025. The manufacturer recommends that this make and model be serviced at

intervals of every 12,500 miles or 12 months, whichever occurs first.

Based on the information available, there is limited evidence confirming that the vehicle was consistently serviced in accordance with these prescribed intervals prior to July 2023. Consequently, the service history appears incomplete and suggests that the vehicle may not have been maintained fully in line with manufacturer guidance.

This point is particularly relevant in relation to the condition of the timing chain. While Mr R has stated that a timing chain is generally expected to last in excess of 100,000 miles, this figure assumes that the engine has been maintained to the required standard, including regular oil changes using the correct specification lubricant.

Timing chain longevity is directly influenced by oil quality, service frequency, and overall maintenance. Where servicing is irregular or oil degradation occurs, internal engine components are more susceptible to accelerated wear, stretching, and associated noise. The inspection findings are therefore consistent with the mechanical consequences of maintenance variability rather than premature component failure.

I acknowledge that the vehicle may not have been due for a scheduled service at the precise moment when the reported symptoms first occurred. However, this does not negate the cumulative effect of prior maintenance history on the condition of internal components.

Furthermore, having reviewed the sales documentation, I cannot identify evidence confirming that the vehicle was sold with a full-service history. In the absence of such assurance, it would not have been reasonable for Mr R to assume that all components would perform to the maximum lifespan associated with ideal maintenance conditions.

Overall, I consider the independent inspection to be the most persuasive and technically grounded evidence available. The inspection was carried out by a qualified motor engineer who physically examined the vehicle and applied established mechanical principles to interpret the observed symptoms. The conclusions reached are consistent with known patterns of wear associated with aging vehicles and align with the service and maintenance information I have reviewed.

In light of the available evidence, including the inspection findings, service records, and the vehicle's age and usage, I am satisfied that the issues experienced are attributable to normal wear and maintenance-related factors rather than a defect present at the time of supply.

The instruction of an independent inspection is what's required of BMF in these circumstances. And in the absence of any other persuasive evidence to the contrary, I'm not persuaded that Mr R's car was of unsatisfactory quality when supplied. So, I can't hold BMF responsible for the problems Mr R experienced with it.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 May 2026.

Rajvinder Pnaiser
Ombudsman