

The complaint

Mr H complains that a van acquired with finance from Blue Motor Finance Ltd (BMF) wasn't of satisfactory quality.

What happened

In September 2022 Mr H was supplied with a van and entered into a hire purchase agreement with BMF. At the point of supply the van was around 4 years old and had covered around 81,450 miles.

In January 2023 Mr H contacted BMF to complain about faults with the van. He said that following a breakdown, the van had been taken to a garage who had diagnosed the following faults:

Oil leak from timing belt

Turbo seals failing

Top mount o/s noisy

Diesel Particulate Filter (DPF) tampered with

Steering issue

BMF didn't uphold the complaint. It said there was no evidence that the DPF had been tampered with prior to the point of supply. It said that the other issues with the car were due to wear and tear.

Mr H was unhappy with the outcome and brought his complaint to this service. Soon afterwards (in May 2023) the van was stolen from outside Mr H's property.

Our investigator didn't uphold the complaint. He said the issue with the oil leak was a serviceable item and that there was no evidence that the leak had been present or developing at the point of supply. The investigator said that the issue with the turbo seals was also a serviceable item. The investigator said that although Mr H had told this service that the steering issue was due to the steering column not being put back together properly, there wasn't any evidence to support this and the report from the garage who looked into the faults didn't mention the steering. In relation to the DPF, the investigator said that based on the available evidence, it wasn't possible to say that the van was supplied with the DPF missing. The investigator concluded that there wasn't enough evidence to say that the car wasn't of satisfactory quality when it was supplied.

Mr H didn't agree. He said he'd only been able to keep the van running by putting lots of oil into it.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of goods includes their general state and conditions, as well as things like fitness for purpose, appearance and finish, freedom from minor defects. safety and durability.

The van supplied to Mr H was around 4 years old and had covered around 81,450 miles. So its reasonable to expect that the van would already have a degree of wear and tear and that it was likely to require repairs sooner than. say, a brand new car.

I've reviewed the available evidence about the issues which Mr H experienced with the van. Based on what I've seen, I'm satisfied that there are some faults with the car. I say this because the report from the garage who inspected the van following the breakdown diagnosed an oil leak from the timing belt, failing turbo seals and signs of tampering with the DPF.

Just because there's a fault doesn't mean that the van wasn't of satisfactory quality when it was supplied. I've gone on to consider this point.

The timing belt is a serviceable item on a vehicle. Timing belts usually need to be replaced at between 40,000 – 100,000 miles. Given that Mr H's van had already covered over 80,000 miles when it was supplied, it isn't unreasonable to expect that the timing belt might need replacing. There's no evidence that the timing belt was leaking oil at the point of supply, or that the timing belt was faulty at the point of supply. If the timing belt had been faulty at the point of supply, I don't think it would have been possible for Mr H to have covered the 3000 miles that he covered from the point of supply to the point of diagnosis of the issue, so I'm unable to say that this was a point of supply fault which made the van of unsatisfactory quality.

The turbo seals are also a serviceable item, because these deteriorate over time. So again, having regard to the age and mileage of the van, it isn't unreasonable to expect that these might need replacing. So I'm unable to say that this made the car of unsatisfactory quality when it was supplied.

The issue with the steering wheel isn't mentioned in the report from the garage. I appreciate that Mr H has said that he was advised that the steering column hadn't been put back together properly but there's no engineering evidence to support this. Because of the lack of evidence, I'm unable to safely conclude that there was a fault with the steering wheel.

I've also considered the issue surrounding the DPF. The report from the garage says that the DPF shows signs of tampering. It doesn't state that the DPF has definitely been removed. BMF has said that the van underwent an MOT in July 2022 and relies on the fact that there's no mention of the DPF not being present. It's unlikely that the van would've passed an MOT if the DPF had been removed. So – if Mr H is correct about the DPF having been removed – this must have happened after the MOT in July 2022.

I've reviewed the other available information about the DPF. I've seen a garage invoice dated August 2022, which was around one month before Mr H took possession of the van. The invoice shows that the DPF was chemically cleaned, and a sensor was replaced. I don't think its likely that the garage would have serviced the DPF if it hadn't been present, or if they intended to remove it prior to the point of supply.

There's no other information in relation to the DPF. Based on the information I've seen, there isn't enough evidence to persuade me that the DPF had been removed at the point of supply. I can't be certain that the DPF has been removed, because this isn't expressly stated in the report dated January 2023. Because of this, I can't safely conclude that the DPF meant that the van was of unsatisfactory quality when supplied.

I'm sorry to hear that Mr H's van was stolen. This has prevented any inspection of the van taking place, so there's no way of knowing what an inspection might have shown. But on the basis of the evidence I've seen, I'm unable to say that the van was of unsatisfactory quality when supplied and I won't be asking BMF to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 December 2023.

Emma Davy
Ombudsman