

The complaint

Mr T complains about the quality of a car he has been financing through an agreement with Blue Motor Finance Ltd, who I'll call "BMF".

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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 know it will disappoint Mr T, but I don't think BMF have been unreasonable to reject his complaint. I'll explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr T acquired his car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then BMF, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr T. The car here was about seven years old and had already completed about 79,000 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

Mr T has complained about many issues he's had with the car since he took receipt of it. Some of those issues have been repaired. I've seen, for instance, that the air conditioning fault, and a suspension issue, were resolved under warranty, and that tyres were changed to minimise road noise. I understand that Mr T wasn't happy with the new tyres fitted, and that

he didn't think the road noise had been sufficiently reduced, but I don't think I have evidence there was a fault thereafter.

It appears that a fault with the Diesel Particulate Filter (DPF) regeneration has developed since Mr T took receipt of the car. BMF only have responsibility for the quality of the car when supplied, and I've not been provided with evidence that would suggest the DPF fault was developing at that point, so I don't think there's sufficient evidence they need to put that right for Mr T. Similarly, I've not seen sufficient evidence that there was a coolant leak, or a noise on full lock that was present or developing at the point of supply and I don't therefore think BMF can fairly be held responsible for those faults or any remedial action. Mr T has explained that in July 2023 the air conditioning failed again, but I've not been provided with sufficient evidence to suggest that was due to a failed repair in 2022 and, given the time that had elapsed that seems unlikely.

The relevant legislation explains that when we consider if a car has been of satisfactory quality we should think about whether it has proven durable. I can understand that given the problems Mr T has experienced he may feel this car hasn't been durable. But I need to take into account the age and mileage of the car when it was supplied to him and, in the absence of any independent expert testimony to the contrary, I think the faults Mr T has reported wouldn't be considered unusual on a car of this age and mileage. I think that would also apply to the boot latch replacement in November 2022.

Ultimately, while I have every sympathy for the difficulties Mr T has experienced I don't think it would be fair to hold BMF responsible for them.

My final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 2 October 2023.

Phillip McMahon
Ombudsman