



The complaint

Mr F 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

Earlier this year I made a decision that BMF should refund the cost of replacement parts, including the cost of replacement front brakes, on a car Mr F had been financing through them. I was persuaded that a wheel hadn't been put on properly before Mr F took receipt of the car, and I thought BMF should repair the damage that occurred when that wheel came off.

At that point I noted Mr F was also concerned he'd had to replace the rear brakes and a window regulator on his car within five months of taking receipt of it. As BMF hadn't had an opportunity to consider that complaint I told Mr F he'd have to refer it to them first. He did that, but he wasn't happy that BMF rejected that subsequent complaint and he referred it to this Service.

Our investigator didn't think the complaint should be upheld as he thought the issues were related to wear and tear.

Mr F disagreed and his complaint has therefore been referred to me, an ombudsman, for a final 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 F, but I agree with our investigator's view.

I'm required by DISP 3.6.4R of the Financial Conduct Authority's (FCA's) Handbook to take into account the relevant, laws and regulations; regulators rules, guidance, and standards; codes of practice and, when appropriate, what I consider to have been good industry practice at the relevant time.

The Financial Ombudsman Service is designed to be a quick and informal alternative to the courts under the Financial Services and Markets Act (2000). Given that, my role as an ombudsman is not to address every single point that has been made. Instead, it is to decide what is fair and reasonable given the circumstances of this complaint. And for that reason, I am only going to refer to what I think are the most salient points. But I have read all of the submissions from both sides in full and I keep in mind all of the points that have been made when I set out my final decision.

Mr F acquired his car under 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.

The car was about eight and a half years old and had already covered nearly 64,000 miles when Mr F took receipt of it. 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.

I think a degree of wear and tear was to be expected on this car and I think the issues Mr F complains of were most likely related to wear and tear.

The window regulator

Mr F had been able to drive several thousand miles in the car before the window regulator failed. I don't therefore think it was broken when it was supplied to him. I've considered if the fault may have been developing when Mr F took receipt of the car but as the fault appears to be related to an electrical fault, and as electrical faults tend to develop suddenly, I think it's more likely that the regulator failed after the car was supplied. The relevant legislation says we should consider whether the car was durable, but I don't think a window regulator failing after almost nine years would suggest the car hadn't been durable: I think it's more likely the fault was related to wear and tear and as such I don't think BMF need to fund the repair cost.

The brakes and calipers

In my previous decision I had asked BMF to repair the front brakes as I didn't think it would be usual for brakes to be smoking after only 2,500 miles of driving. I'm not persuaded to tell BMF to fund the replacement of the rear brakes, however, as I think it's likely they failed as a result of general wear and tear. The MOT completed on this car on, or around, the point of supply, suggests the brakes were of a roadworthy condition when the car was supplied, and I'm not persuaded there are any extenuating circumstances, in relation to those brake components, that suggests the wear was anything other than normal.

I understand Mr F thinks the MOT wasn't completed properly but that's not for me to decide. It appears the MOT was carried out at a suitably approved MOT station, and I don't think the fact the car had two MOT's in six months is suspicious: it's not unusual for a dealership to complete an MOT before sale so that a car is provided with a full 12 month MOT.

In September of this year Mr F told us that the other front window regulator had broken and had needed replacing. That's an issue BMF haven't been able to consider yet and Mr F may wish to refer it to them. The tests I've set out above should help him when considering whether to do so.

I'm not asking BMF to take any action.

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 F to accept or reject my decision before 20 November 2023.

Phillip McMahon
Ombudsman