

## **The complaint**

Mrs O complains that a car acquired with finance from Black Horse Limited trading as Land Rover Financial Services wasn't of satisfactory quality.

## **What happened**

Since the car was delivered to Mrs O there was a fault with the media and entertainment system. Repairs were attempted but these didn't resolve the issue. Black Horse accepted responsibility for the fault and offered a reduction of £1484.71, a sum equivalent to the cost of replacing the speaker system. It also offered £300 compensation.

I issued a provisional decision in which I said that because the dealership had been unable to repair the fault, and because of the uncertainty about when parts would be available to carry out further repairs, I thought the best resolution would be for Black Horse to allow Mrs O to reject the car. I also said that Black Horse should refund 15% of all monthly payments made by Mrs O to reflect impaired use and pay compensation of £300 for distress and inconvenience.

Mrs O responded to my provisional decision and said that things had moved on and that the fault had been successfully repaired under warranty at no cost to her.

I issued a further provisional decision in which I said that I thought the best way to resolve the complaint would be for Black Horse to refund 15% of all monthly payments made by Mrs O to reflect impaired use from the start of the agreement to the date when repairs were completed. I also said Mrs O should receive compensation of £300.

I invited both parties to let me have any further comments or arguments they wished to raise. Mrs O responded and said she accepted my decision. Black Horse didn't respond to my further provisional 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.

Mrs O has said that she accepts my provisional decision and Black Horse hasn't said anything further. Therefore, I see no reason to reach a different conclusion to that which I reached in my further provisional decision.

## **Putting things right**

To put things right, Black Horse Limited trading as Land Rover Financial Services must

Refund 15% of all monthly payments made by Mrs O from the start of the agreement to the date when repairs were completed and pay 8% simple interest on the amount refunded from the date of payment to the date of settlement

Pay compensation of £300 for distress and inconvenience

**My final decision**

My final decision is that I uphold the complaint. Black Horse Limited must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 5 September 2022.

Emma Davy  
**Ombudsman**