

## **The complaint**

Mrs S complains about the quality of a car she has been financing through an agreement with Black Horse Limited ('Black Horse'), trading as Land Rover Financial Services.

## **What happened**

Mrs S took receipt of a brand-new car in July 2019. She financed the deal through a four-year hire purchase agreement with Black Horse and when that agreement was coming to an end, in March 2023, she financed the final 'balloon' payment through a further hire purchase agreement with Black Horse.

Mrs S complained to Black Horse about the quality of the car in July 2024. She said she'd had problems with the vehicle and explained that since it had been in her possession the fuel pump, control module and air con evaporator had all needed replacing and she'd had to have the Diesel Particulate (DPF) replaced twice. She said that paint had also started to flake off the car in places.

Black Horse didn't uphold Mrs S's complaint. They explained that the DPF was getting blocked due to the tendency to drive short distances. They said that didn't give the DPF sufficient time or heat to regenerate. Given the time that had elapsed, they didn't think Mrs S had provided sufficient evidence that the other faults were present when the car was supplied to her, and as that was the point when they were responsible for the car's quality they didn't think the complaint should be upheld.

Mrs S referred her complaint to this service, but our investigator didn't think it should be upheld either and for similar reasons.

Mrs S has, therefore, asked for a final decision by an ombudsman. She's explained that she's had to spend a lot of money on this car to have it repaired and she doesn't think it's been durable as it's had so many faults and has only been driven for about 28,000 miles. In January 2025 Mrs S left the car at the dealership as she said she was rejecting it and there was a further fault; the turbo and DPF had failed.

## **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 Mrs S, but I'm not upholding this 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.

Mrs S acquired her 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 Black Horse, 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. That legislation explains that when we consider if a car is of satisfactory quality we should think about whether it has been durable.

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 Mrs S. The car here was brand-new so I don't think a reasonable person would expect it to have any faults.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when Black Horse were responsible for the car's quality.

The final balloon payment was being refinanced on this car in March 2023. While the finance was new, the goods were not newly supplied. They were supplied in July 2019 and for the purposes of the six-month presumption I think it's fair to say the clock started running then.

Within the first six months I've not seen any evidence to corroborate Mrs S's suggestion she was having any problems with the car. There are, for instance, no invoices for work completed, or job cards. On that basis I'm not persuaded there were any faults with this car when it was supplied to Mrs S.

Thereafter, I've been provided with evidence to demonstrate:

- In July 2022 an Exhaust Gas Recirculation (EGR) filter was replaced and the DPF was regenerated.
- In September 2023 the fuel pump and a control module were replaced.
- In April 2024 the battery was replaced.
- In August 2024 an EGR filter and the DPF were replaced and there appears to have been a replacement air conditioner evaporator fitted.
- In October 2024 a NOx sensor was refitted as it hadn't been reconnected during the August 2024 repair.
- The AA have been called out on several occasions as the battery has drained. I've seen evidence of three such call outs in 2024 but Mrs S says there were more.
- Paint is flaking on panels on either side of the car.
- Mrs S has reported there is a failed turbo on the car and that the DPF needs replacing again.

Given the time that the car has been in Mrs S's possession I think the onus is on her to demonstrate that these faults have been developing from the point of supply or that overall, the faults the car has experienced would suggest it hasn't been durable.

I don't think Mrs S has been able to do that. She's not provided any independent expert opinion to suggest that is likely to be the case. There's been no garage exploration of the battery drainage issue so it wouldn't be fair to suggest there's evidence it was pre-existing. I've not seen a report on the current turbo/DPF problem that would lead me to conclude that wasn't an issue that related to Mrs S's driving style and as it's necessary to cover reasonable distances in a car with a DPF so that engine temperatures get high enough to

regenerate the filters, and the car has completed well below the average mileage for a diesel car (28,000 in five years), it seems to me more likely than not that is the case. The fuel pump and controller failed after Mrs S had been in control of the car for a couple of years and, again, there's been no evidence provided to suggest the fault was pre-existing. The garage appeared to think it may have failed earlier than would be expected but I've been provided with no definitive position on that. I can see that the dealership agreed to refund the cost to refit the NOx sensor when they failed to but that wasn't an issue I think it would be fair to hold Black Horse responsible for; it was the dealership's error. I've seen the photographs Mrs S has supplied of the flaking paint but in the absence of any expert evidence I don't feel I have sufficient evidence to say that's a problem that was developing when the car was supplied to Mrs S and not something that's developed subsequently.

Ultimately, I don't think Black Horse have been unreasonable and I'm not asking them 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 Mrs S to accept or reject my decision before 26 May 2025.

Phillip McMahon  
**Ombudsman**