

The complaint

Mr B is unhappy that a van supplied to him under a hire purchase agreement with Black Horse Limited was of an unsatisfactory quality.

What happened

In November 2022, Mr B was supplied with a used van through a hire purchase agreement with Black Horse. He paid a £5,000 deposit and the agreement was for £10,534 over 60 months, with monthly payments of £221.12. At the time of supply, the van was around four years old and had done 60,487 miles (according to the MOT record for 23 November 2022).

Shortly after being supplied with the van, Mr B had an issue with the turbo and diesel particulate filter (DPF). He reported this to Black Horse who determined the faults were present or developing when the van was supplied, so this made it of an unsatisfactory quality. And they arranged for the van to be repaired at no cost to Mr B.

In September 2023, Mr B reported further problems with the DPF. The van was inspected by the garage who completed the initial repairs, and they said there was very little diesel or adBlue, both of which were needed to ensure the correct operation of the DPF. They also said that they suspected Mr B wasn't using the van in such a way as to correctly regenerate a DPF. After a 200-mile road test over several days, the garage found that the DPF was correctly regenerating.

Based on this, Black Horse didn't uphold Mr B's complaint, and they explained what Mr B needed to do to ensure the DPF was able to regenerate itself fully – he needed to regularly drive the van at a sustained speed for at least 30 minutes i.e., under motorway conditions.

Mr B contacted Black Horse again in May 2024, as he was having further DPF issues. They said that Mr B wasn't doing enough mileage to ensure the DPF regenerated correctly, and the resulting and constant active regeneration that was being forced as a result could cause ongoing issues. So, they didn't uphold the complaint.

Mr B had the van inspected by an independent garage on 14 October 2024. The garage said there was less than the minimum oil in the engine which, after topping this up and conducting testing, they suspected *"a piston sealing issue and oil burning which would cause excessive dpf pressure from ash build up."* The garage recommended an engine rebuild/replacement. At the time of this inspection the van had done 69,285 miles – around 9,000 miles since it was supplied to Mr B around two years earlier.

Unhappy with what had happened, Mr B brought the matter to the Financial Ombudsman Service for investigation. Our investigator said that, while there was initially an issue with the van shortly after it was supplied to Mr B, Black Horse arranged for this to be repaired. And there was no indication of any fault with the van when Mr B raised further issues in September 2023.

The investigator was satisfied there was a current issue with the van, as identified in the October 2024 inspection. However, there was nothing to indicate this issue was either

present or developing when the van was supplied to Mr B. As such, the investigator considered this was due to normal in-service wear and tear, and that Black Horse weren't responsible for any repair costs.

Mr B didn't agree with the investigator's opinion. He said that he'd had ongoing issues with the DPF from when the van was supplied to him, and the primary issue had never been identified or addressed. He didn't agree that he wasn't doing enough mileage to be able to correctly regenerate the DPF and that the van hadn't been working correctly since it was supplied to him. He believed the van burning oil was the cause of the DPF issues, and that this has been ignored.

Because Mr B didn't agree, this matter has been passed to me to decide.

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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr B was supplied with a van under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the van should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Black Horse are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the van was supplied, unless Black Horse can show otherwise. So, if I thought the van was faulty when Mr B took possession of it, or that the van wasn't sufficiently durable, and this made the van not of a satisfactory quality, it'd be fair and reasonable to ask Black Horse to put this right.

Based on the evidence I've seen I'm satisfied there was a problem with the van when it was initially supplied to Mr B, and there is also a current problem with the van. The CRA allows Black Horse a single chance of repair, and I'm satisfied this was the work that was done to the van in late-December 2022 / early-January 2023.

The mileage record for the van, based on the evidence I've seen, is as follows:

- 23 November 2022 – 60,487 miles (MOT record)
- 13 December 2022 – 60,834 miles
- 11 January 2023 – 61,186 miles
- 14 July 2023 – 62,059 miles

- 25 April 2024 – 67,105 miles (MOT record)
- 22 May 2024 – between 67,640 and 67,649 miles (the final digit is obscured on an invoice)
- 30 June 2024 – 68,080 miles
- 14 October 2024 – 69,285 miles

As Black Horse explained in one of their complaint response letters, the van needs to be driven at a constant speed of around 50mph, for at least 30 minutes, to allow for a passive regeneration of the DPF – this is where the heat generated in the exhaust system will burn off the accumulated soot. If this doesn't take place on a regular basis, the engine will attempt to actively regenerate the DPF by injecting fuel into the DPF in an attempt to raise the temperature. However, if regeneration doesn't take place, or is consistently started but not completed (due to the journey being too short), this can cause additional issues.

Based on the mileage record stated above, Black Horse believe the issue is the lack of mileage Mr B is doing in the van that's resulting in a lack of, or incomplete, DPF regeneration - the mileage record shows that Mr B was doing, on average, less than 100 miles a week.

However, Mr B has said there is an underlying issue why the van is burning oil, and this is manifesting itself as a DPF problem – he's doing sufficient mileage, so the DPF completes a regular cycle of passive regeneration, and it's not a lack of DPF regeneration that's caused a failure in the piston seals and the excessive oil consumption.

The evidence I've seen shows that the van was regularly seen for issues, but each of these invoices refers to an issue with the DPF, and not anything else underlying. What's more, the inspection of 14 October 2024, while it identifies an issue with the piston seals that's causing the excessive oil consumption, doesn't state that this was an underlying issue with the van that was present or developing when it was supplied to Mr B.

As I explained above, where evidence is contradictory, I'm considering the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances. In this instance, and while I appreciate it will come as a disappointment to Mr B, the evidence is pointing to ongoing issues with the DPF regeneration that's caused by low mileage. As this can then go on to cause further issues with the engine, such as Mr B is now experiencing, and as there is nothing to indicate otherwise, I'm satisfied on the balance of probabilities that this isn't something Black Horse are responsible for.

So, for the reasons stated, I won't be asking Black Horse to take any further action.

My final decision

For the reasons explained, I don't uphold Mr B's complaint about Black Horse Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 September 2025.

Andrew Burford
Ombudsman