

The complaint

Mr G complains that a car acquired under a hire purchase agreement with Black Horse Limited trading as Land Rover Financial Services ('Black Horse') wasn't of satisfactory quality.

What happened

The parties are familiar with the background details of this complaint – so I will briefly summarise them here. It reflects my role resolving disputes with minimal formality.

Mr G acquired a new car under a hire purchase agreement in June 2021.

In August 2024 Mr G raised a complaint about the infotainment system but Black Horse didn't uphold the complaint. It said there had been no confirmed fault with the vehicle and it is related to the phone compatibility.

Our Investigator looked into things and also didn't uphold the complaint for similar reasons.

As an agreement couldn't be reached the complaint 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 our Investigator and for broadly the same reasons. I know this will come as a disappointment to Mr G, but I will explain my reasons below.

The hire purchase agreement entered by Mr G is a regulated consumer credit agreement and this Service is able to consider complaints relating to it. Black Horse is also the supplier of the goods under this type of agreement and responsible for a complaint about its quality.

The Consumer Rights Act 2015 (CRA) covers agreements like the one Mr G entered. Because Black Horse supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as the age and mileage of the car and the price paid.

The CRA says that the quality of goods includes the general state and condition, and other things such as its fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

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 car was supplied, unless Black Horse can show otherwise. But, where the fault is identified after the first six months, the CRA implies that it's for Mr G to show it was present when the car was supplied.

Mr G has referred to other people having similar issues with the same make and model of car that was supplied to him. While this is noted, a crucial part of our service and the way we consider complaints is that we consider each complaint on its own merits and its own individual circumstances. So, to make clear, my decision won't be impacted in any way by something another person may or may not be experiencing, no matter how similar Mr G feels the situation is.

It's not disputed Mr G experienced some issues with the car and that there's been repairs carried out but just because there have been some issues it doesn't automatically make the car of unsatisfactory quality.

I'm satisfied Mr G has experienced issues with the car, the crux of this complaint has stemmed from the fact that Mr G encountered problems when trying to connect this phone to the vehicles infotainment system. I can see the supplying dealership wrote to the manufacturers technical services and the query was considered by one of its engineers. In response to the query, he said:

'The vehicles USB ports are only 5 volts with 0.5 amps which will not supply the 30 Watts (5v x .5A = 2.5 Watts) this is why phones charge very slowly on the USB plugs in the vehicle, compared to domestic plugs which have a higher output. The USB ports at home, such as those of a wall plug or on the side of your laptop, tend to have an output of 2.1A or 2.4A.

The best way to charge devices in the vehicle is to use the 12 volt power socket instead of the USB. The information is detailed in the owners handbook.

- *Storage compartment*
- *AUXILIARY POWER SOCKETS'*

So, I'm satisfied there were issues with Mr G's phone compatibility and the vehicles infotainment system. But as I said above, just because there's a problem with the car, it doesn't automatically make the car of unsatisfactory quality.

I'm satisfied that the manufacturer has confirmed that the issue arises because telephone technology has advanced, while the vehicle's system has not. The vehicle is operating as intended and the problem is therefore due to phone compatibility. Mr G hasn't provided any supporting independent information such as an engineer's report or independent report to dispute otherwise. I've also considered that there don't appear to be other problems with the car.

Because the vehicle is still safe, usable and performing as intended, as such the goods continue to meet the standard a reasonable person would consider satisfactory and under the circumstances of this complaint I'm not persuaded there is a fault with the car that makes it unsatisfactory under the CRA.

I appreciate this will come as a disappointment to Mr G and I empathise with the frustration this matter has caused.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 20 October 2025.

Rajvinder Pnaiser
Ombudsman