

## **The complaint**

Mr A complains about the quality of a used car he acquired through a hire purchase agreement with Black Horse Finance Limited ('Black Horse'). Mr A says that the vehicle became faulty soon after he acquired it, and he would now like to return it.

## **What happened**

Mr A's complaint is about the quality of a car he acquired in April 2022. The car was used, and it was first registered in March 2016. So, it was just under six years old when Mr A received it and it had covered 36,814 miles.

Mr A acquired the car using a hire purchase agreement that was started in April 2022. The vehicle had a retail price of £10,875. Mr A paid a £3,500 deposit meaning £7,375 was financed. This agreement was to be repaid through 36 monthly instalments of £236.16. If Mr A made repayments in line with the credit agreement, he would need to repay a total of £12,001.76.

Mr A first complained about the quality of the car in August 2022. He complained about the clutch, some issues with tyre pressure, an engine management light ('EML') and some power issues. The car was repaired at this time and Black Horse considered and upheld the complaint. It paid for the repair to the clutch, some related costs and a payment for the trouble and upset this had caused Mr A. Mr A accepted the remedy that Black Horse offered and didn't bring this complaint to the Financial Ombudsman Service. I won't be considering these issues as part of this complaint.

In September 2024 Mr A complained to Black Horse saying the car had caused him multiple problems over the time he had used it. And he believed it now has an issue with the timing chain. He thought this issue was present, or developing, at the time he acquired it. He wanted to reject the car.

Black Horse considered Mr A's second complaint about the timing chain, but it didn't uphold it. It wasn't persuaded that the current problems with the timing chain were present or developing at the time of sale. Even though some work had been completed on the timing chain assembly in 2022. It didn't think that the car was of unsatisfactory quality.

Mr A didn't agree with this and brought this complaint to the Financial Ombudsman Service.

Our Investigator didn't uphold Mr A's complaint. She said that whilst the timing chain was looked at in 2022 it wasn't shown to be faulty. And this was an item that will be subject to wear and tear over time. Mr A has been able to drive the car for a significant distance before the recent timing chain faults appeared. She didn't think this made the car of unsatisfactory quality.

Mr A didn't agree with the Investigator. He said the evidence shows that a timing chain fault was present at the time of sale, and it shows that the timing chain was not fit for purpose. Mr A has tried to get the car looked at by a garage, and some further diagnostics performed, but he hasn't been able to provide further evidence about this.

Because Mr A didn't agree, this matter has been passed to me to make 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. Black Horse as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that 'the quality of the goods is satisfactory'.

To be considered 'satisfactory', the goods would need to meet the standard that a reasonable person would consider satisfactory – considering any description of the goods, the price and all the other relevant circumstances. So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the car's history.

The quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of this.

This car was around six years old when Mr A acquired it and it had travelled around 37,000 miles. I think a reasonable person would accept that such a vehicle would probably have some parts that are worn and would need replacing sooner or later – which is reflected in the lower price paid in comparison with a new vehicle.

But there's also a reasonable expectation that a vehicle will be relatively durable - taking into account its age, price and mileage at the outset. So even though the vehicle wasn't new Mr A should have been able to use it for a reasonable period of time before it needed significant work.

Mr A has complained about the quality of the car. Below is a summary of the issues complained of by him and the investigation and repair work that has been carried out by the dealership and another garage.

Mr A had some problems with the car shortly after he acquired it. These were repaired at the time and this resolution was accepted by Mr A. Whilst I have noted these issues they don't form part of his current complaint about Black Horse, and I won't be able to consider them as part of this decision.

Mr A's current complaint concerns the timing chain on the car. He has said that this needs to be replaced and he is now unable to drive the car. He contacted Black Horse in September 2024, and he said that he thought it had been faulty from the start. So, I think it's reasonable to say that the car now has a fault with the timing chain. I've thought about whether this means the car wasn't of satisfactory quality.

As Mr A has noted the timing chain has been looked at before. I've seen an Invoice from May 2022 which seems to relate to some work that was performed on the car before Mr A owned it as the car mileage is 31,086 miles. The invoice said the timing chain assembly and tensioners were looked at and the tensioners were replaced.

And in September 2022, as part of Mr A's earlier complaint, Black Horse contacted the garage that had worked on the car in August 2022 to replace the clutch and other related issues. The garage informed Black Horse that the timing chain was noisy, but this was characteristic of this type of car, it said it was not faulty, but it would likely need to be changed in the future, sometime after 40,000 miles.

So, whilst it's clear that the timing chain was looked at in 2022 and it has been described as noisy, the garage that did this work has said that the timing chain wasn't faulty at the time but was showing some signs of wear. I don't think this is evidence that the car was faulty or not of satisfactory quality at the time of sale.

Timing chains do require replacement from time to time, and it is relevant to say that Mr A was able to drive the car for approximately 28,000 miles before he thought the timing chain needed replacement. And this was also over two years after he started to use the car. I think it's unlikely that he would have been able to drive the car for as long as he did if the timing chain needed replacing, or was near to needing replacing, when he acquired the car. And so, I don't think this means the car has failed prematurely or that it wasn't durable.

So, I don't think it's likely that the timing chain problem was apparent or developing at the time the car was supplied to Mr A. It follows that, having looked at everything, I don't think there is enough for me to say that the car was not of satisfactory quality when the car was supplied. I don't think that Black Horse should be responsible for putting the faults with the car right or paying any compensation. I'm not upholding Mr A's complaint.

### **My final decision**

For the reasons set out above, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 May 2025.

Andy Burlinson  
**Ombudsman**