

The complaint

Mr T is unhappy that a car supplied to him under a hire purchase agreement with Black Horse Limited trading as Land Rover Financial Services ('LRFS') was of unsatisfactory quality.

When I refer to what Mr T or LRFS have said or done, it should also be taken to include things said or done on their behalf.

What happened

In September 2021, Mr T was supplied with a used car through a hire purchase agreement with LRFS. The cash price of the car was £43,605 and Mr T paid a deposit/part-exchange payment of £12,000. The agreement was for £31,605 over 60 months, comprising 60 monthly payments of £649.28. The car was first registered in March 2017 and the hire purchase agreement from September 2021 shows that at the time of supply the car had travelled around 37,026 miles.

On the journey home, on the day he collected the car, Mr T noticed a fault with the radio/sat nav system, which kept cutting out. The supplying dealer was 400 miles from where Mr T lived and was closed by the time he got home, so Mr T called them the following day. Arrangements were made for the car to be booked into a manufacturer garage local to Mr T and the supplying dealer said they would pay for any repair needed.

Mr T took the car to the garage as arranged and was advised the radio problem was due to an issue with the battery module, and this was replaced at no cost to Mr T. During this same visit, the garage also conducted a visual inspection of the car and pointed out that the bottom suspension arms of the car were worn. Mr T called the supplying dealer about this and they offered to change them if Mr T brought the car back. However, it was agreed between the parties that, due to the geographical distance between them, the supplying dealer would post the parts to Mr T at no cost to him and Mr T would pay for them to be fitted, as this would cost him less than the 800-mile return drive to and from the supplying dealer. The parts were delivered as agreed and Mr T paid for the new suspension arms to be fitted at a cost to him of £160.

Mr T says that after the battery module was replaced the radio seemed better, but was not 100%, especially when travelling through different areas on a journey.

When Mr T took the car for its next service around May 2022, he asked the servicing garage about the radio and they told him it needed the software updating. Mr T thought this was done but he later noticed there was a symbol on the radio that looked like something was downloading. The car then broke down around March 2023 and was recovered to a local manufacturer garage which repaired an engine fault but didn't look at the radio fault, which Mr T says was still there at this point.

The car then had another engine problem and was taken to a different local manufacturer garage, which fixed an oil leak and a gearbox fault and also carried out an update on the radio.

Mr T says the radio still wasn't right after this update, so when the car had its next service in May 2023, he mentioned it to the servicing garage. They tried to update the radio but said it needed a repair of the module, which Mr T says they carried out. The garage said the car needed some other work doing but there would be a delay in getting the parts, so Mr T collected the car from the garage, but he says the car still had the same fault with the radio. After six months waiting for the parts for the other work needed, Mr T took the car back to the garage around February 2024, as some (but not all) of the other parts had arrived. At this point, the garage told Mr T that they had found a different fault with the radio, and it wouldn't accept updates. They couldn't repair it and thought it needed a different new part, so they referred it to the manufacturer's technical department for help.

Mr T wasn't happy about the ongoing problems with the radio, so he complained to LRFS in February 2024. In April 2024 LRFS said they weren't upholding Mr T's complaint because the supplying dealer said they hadn't been made aware of any faults with the radio. They also said that while they weren't disputing that a technical case had been raised in 2024 with the manufacturer about the faulty radio, the fault wasn't reported to LRFS until 29 months after the car was supplied to Mr T. Therefore, they believe the car was of satisfactory quality when supplied and that there is no evidence that the fault with the radio was present or developing at the point of sale.

Mr T was unhappy with this response, so he referred his complaint to the Financial Ombudsman Service (Financial Ombudsman) and told us that he wants a refund for the car because it isn't fit for purpose.

Our investigator said he didn't think there was enough evidence to determine that the car was of unsatisfactory quality at the point of supply, or that the fault with the radio which Mr T is experiencing now was present or developing at the point of supply.

Mr T didn't agree with the investigator and provided some further information. He said that LRFS did have evidence of all the faults with the car and that the reason for him taking longer to refer the radio issue to LRFS, rather than to the supplying dealer and the other manufacturer garages who had carried out repairs and servicing to the car, was because he thought he had to give them the opportunity to repair the car first. Mr T says he paid a premium for a quality manufacturer approved car, but the car supplied hasn't gone six months without a fault, including the constant radio fault which has still not been rectified. He believes LRFS are in breach of contract for not supplying a car of the quality standard he was expecting. In addition, due to delays with getting parts for repair, Mr T says the car spent several months at the garage, wasn't being looked after, had a flat battery, and the suspension dropped, all of which Mr T is concerned will lead to further problems such as rust and brake issues.

Our investigator suggested an independent inspection might be worthwhile to try to determine if the current fault with the radio is likely to have been present or developing at the point of supply. Mr T says he tried to arrange this but was unable to do so. However, he took the car to an independent manufacturer specialist garage for a service in June 2024, and says they told him the car had other issues which Mr T says he was told had already been fixed, including an engine oil leak and broken bolts on parts previously removed for repair, as well as the issues with the radio, sat nav and other multiple issues.

Mr T says that he has been without the car for long periods while it has been in the garage for investigations and repairs. Whilst he has sometimes been provided with a courtesy car, he says this hasn't always been the case and it hasn't been on a like for like basis. He says he needs a seven-seater car for transporting his family and an in-car entertainment system for his grandchildren, as well as one that is capable of towing a trailer for his fishing and golf

equipment. Being without his car has impacted on his ability to spend time on his hobbies and take his family on holidays. He says the experience has impacted on his mental health and caused him great stress.

Our investigator said that Mr T had not provided sufficient additional evidence to change his original view.

LRFS didn't provide any further information.

Because Mr T didn't agree with our investigator, this matter has been passed to me to make a final decision.

After reviewing the case I issued a provisional decision on 14 February 2025, where I explained my intention to uphold the complaint. In that decision I said:

"What I've provisionally 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.

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 T was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr T entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances. I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

So, if I thought the car was faulty when Mr T took possession of it, or that the car wasn't sufficiently durable, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask LRFS to put this right.

The cash price of the car was £43,605 and it was first registered in March 2017, so at the time Mr T acquired it in September 2021 it was around four years old and the mileage on the hire purchase agreement was noted as 37,026. So, it's reasonable to expect the presence of some wear to it as a result of its age, and I'd have different expectations of it compared to a brand-new car. As with any car, there's an expectation that there will be ongoing maintenance and upkeep costs. There are parts that will naturally wear over time and it's reasonable to expect that these may need to be replaced. And with second-hand cars, it's more likely that parts will need to be replaced sooner or will wear faster than with a brand-new car. So, the supplier (here LRFS) would not generally be held responsible for anything

that was due to normal wear and tear whilst the car was in Mr T's possession. However, given the age, mileage and price paid, I think it's fair to say that a reasonable person wouldn't expect anything significant to be wrong with the car shortly after it was acquired.

In this case I think there is sufficient evidence to say that, most likely, the car wasn't of satisfactory quality when supplied to Mr T. I will explain why below.

Other repairs were carried out to the car, mostly under warranty, in addition to the replacement of the suspension arms and the issues with the radio, but I'm not commenting on these in this decision. This is for a few reasons. Mr T is mostly concerned with the fault with the radio. The other issues with the car, besides the radio and the suspension arms, did not manifest themselves shortly after the car was supplied to Mr T, and I understand that they have been successfully repaired. And overall, based on the evidence available, I don't have enough information to be able to say that most likely the car wasn't of satisfactory quality, or reasonably durable because of those specific faults. As such, in this decision, I have focused on the radio and the suspension arms.

Mr T has told us that there was a problem with the car's radio from the time he collected the car and that he reported this promptly to the supplying dealer who paid for a replacement battery module. LRFS said that they weren't upholding Mr T's complaint because the supplying dealer said they hadn't been made aware of any faults with the radio and also that the radio fault was not reported to LRFS until 29 months after the car was supplied.

However, Mr T has provided a copy of an invoice dated 16 September 2021 relating to the replacement of the radio battery module which cost around £906. This invoice was sent from the manufacturer garage local to Mr T, which carried out the work, to the supplying dealer, who was a considerable distance away but had agreed to cover the cost of the repair. Therefore, I'm satisfied that the supplying dealer was aware of a fault with the radio in September 2021, because they agreed to pay for the replacement of the battery module.

Mr T said he would like a refund for the car so I assume he thinks that he should be entitled to reject the car. The CRA sets out that Mr T has a short term right to reject the car within the first 30 days if the car is of unsatisfactory quality. However, he would need to ask for the rejection within that time. Mr T would not be able to retrospectively exercise his short term right of rejection at a later date.

Mr T acquired the car in September 2021. Shortly after, he started to experience problems with the car. But, even if I accept there were faults which made the car of unsatisfactory quality, Mr T only had a short term to reject the car within the first 30 days, and only if he expressed his wish to do so. I've not seen any evidence which shows that he expressed his wish to reject the car within that time and later he did exercise his right to a repair.

The CRA says that if the car acquired wasn't of satisfactory quality or not as described, then Mr T would still be entitled to return it after the first 30 days, but he wouldn't have the right to reject the car until he has exercised his right to a repair – this is called his final right to reject. So, Mr T doesn't have an automatic right to return the car if there's a fault. For me to conclude that Mr T can now exercise his right to reject the car, I would need to see that the car wasn't of satisfactory quality, and that an attempt at the repair has failed.

In reaching my conclusion, I've taken into account that the first time Mr T raised the radio issue with the supplying dealership was the day after he acquired the car. Taking that into consideration, combined with the price, age, and mileage of the car when it was supplied, I don't think the car was of satisfactory quality when supplied. I say this because given the mileage of the car and the price paid, I don't think this is a fault a reasonable person would expect to arise when it did, so soon after acquiring the car. So, I think most likely the fault

with the radio battery was present or developing at the point of supply and for this reason I don't think the car was of satisfactory quality when supplied.

However, Mr T told us that the radio did perform better after the battery module was replaced in 2021, although it wasn't 100%. He says that he raised issues with the radio again on a number of occasions with different garages when the car was in for other repairs or servicing but, based on the information received from Mr T, he didn't go back to the repairing garage to tell them the radio still wasn't 100% and he only mentioned it again during the May 2022 service. After this service Mr T noticed again that the radio still didn't seem to be fully operational, but he didn't go back to the servicing garage to query this and didn't raise the issue again until the May 2023 service, when he was told by the garage that the radio needed a module repair. Mr T says he believed this was done, but he again noticed after this service that the radio still wasn't right, however despite this he didn't return to the servicing garage to report this, and he didn't raise the issue again until the car went back into the garage for other work (which had been identified during the 2023 service), around February 2024. It was at this point that the garage told Mr T that they had found a different fault with the radio, but they couldn't repair it and it had been passed to the manufacturer's technical department to resolve.

So, I'm not disputing that the radio has a fault currently, and that is being dealt with by the manufacturer's technical department and replacement parts are currently on order. However, just because the radio had a fault at the point of supply, and also has a fault now, doesn't mean that the original fault hasn't been addressed, and also doesn't mean that the current fault was present at the point of supply.

There is no dispute that the battery module was replaced in 2021 and Mr T said the radio was better after this repair, so I think most likely that original fault was addressed. Mr T didn't go back to the repairing garage afterwards to tell them there was still a fault with the radio, only mentioning it when the car was later in the garage for other work or servicing. Also, when the radio was investigated by the garage in February 2024, they told Mr T that the fault they had found related to the Infotainment Control Unit which needed replacing, and they said this was a different fault to the previous issue.

Therefore, I don't think there is sufficient evidence to say that most likely the current fault with the radio is the same as the fault found and addressed in September 2021 with the replacement of the battery module, nor do I find there is sufficient evidence to show that most likely the current fault with the radio was present or developing at the point of supply. On the basis of the information provided by all parties, it seems more likely than not that the original fault with the radio has now been fixed and I've not seen enough to say that, most likely, that fault has reoccurred.

Considering that the original repair appears to have been successful, I don't think it would be fair and reasonable for Mr T to be able to now exercise his right to reject the car. Therefore, overall, because I don't think Mr T has demonstrated that the repairs previously completed have now failed, I don't think he now has the right to reject the car on this basis.

Also, I don't think the current fault with the radio means the car was of unsatisfactory quality when supplied, because when it occurred, which Mr T says was around February 2024, the car was about seven years old and had travelled at least 54,118 miles – I say this because this is the mileage recorded when the previous MOT was carried out in August 2023. Therefore, I think it's reasonable to expect that, as with any car, there will be ongoing maintenance and upkeep costs, and there are parts that will naturally wear over time, and it's reasonable to expect that these may need to be replaced. So, I can't say that the current fault with the radio would mean the car most likely wasn't of satisfactory quality when supplied.

I've also considered that the suspension arms were replaced around October 2021, very shortly after Mr T acquired the car and I've asked both Mr T and LRFS for further information about this, including why the supplying dealership supplied new suspension arms, and what was wrong with the ones the car came with. LRFS say they can't provide any further information about the suspension arms. Mr T has provided evidence that the supplying dealer supplied new suspension arms to him on a supply-only basis shortly after he acquired the car and he arranged and paid for them to be fitted at a local manufacturer garage, at a cost to him of £160. Although neither party has provided information about what the problem was with the original suspension arms, the fact that they needed to be replaced so soon after Mr T acquired the car indicates that most likely they were faulty at the point of supply, especially as the supplying dealer supplied the replacement parts at no cost to Mr T. And given the age, mileage and price paid, I think it's fair to say that a reasonable person wouldn't expect anything significant to be wrong with the car shortly after it was acquired. Having considered this I don't think it's reasonable that Mr T had to pay for the fitting of these new parts and therefore I think LRFS should reimburse him for the fitting costs.

However, considering that the repairs to the radio's initial fault and the suspension arms appear to have been successful, I don't think it would be fair and reasonable for Mr T to be able now to exercise his right to reject the car. Therefore, overall, I don't think Mr T has demonstrated that the repairs previously completed have now failed, and so I don't think he has the right to reject the car on this basis.

Regarding Mr T's concerns about the car not being looked after properly by the repairing garage while it awaits parts, Mr T should take this up directly with that third party garage.

Mr T also queried why the first MOT recorded for the car noted the mileage as unreadable and says this has caused him to have further doubts about the quality of the car. LRFS say that the MOT history would have been available to Mr T prior to sale but, in any event, they believe that the first MOT entry was just a record of an extension to the MOT, reflecting the fact that all cars were given a six-month MOT extension due to the Covid 19 lockdown, and therefore the first MOT wasn't actually deemed due or completed until May 2020, when the mileage is recorded as 27,020 miles. So, taking everything into consideration, I haven't seen anything which leads me to conclude that the date on or mileage of the first MOT is a cause for concern.

Mr T is also unhappy that he wasn't always provided with a courtesy car when his car has been in for repairs, and when he has, they haven't been of a comparable standard to his car, and don't meet the needs of him and his family, because they haven't had the seven seats he needs to transport his grandchildren, or the towbar he needs for his leisure and holiday trips.

However, these courtesy cars were supplied by a third party garage while the car was having other repairs done, mostly under warranty and which weren't related to the radio issue, and, as I said above, I don't have enough information to be able to say that most likely the car wasn't of satisfactory quality, or reasonably durable, because of those specific faults, so I don't have sufficient information to comment on these in this decision.

My provisional decision

For the reasons explained, I intend to uphold this complaint and I intend to ask Black Horse Limited trading as Land Rover Financial Services to:

- *refund the £160 Mr T paid for the cost of fitting the new suspension arms*

- *apply 8% simple yearly interest on the above refund, calculated from the date Mr T made the payment to the date of the refund.”*

I asked both parties to provide me with any additional comments or information they'd like me to consider by 28 February 2025.

Both parties responded and said they don't agree with my decision. They both made some further comments which I will address below.

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.

Following my provisional decision, both LRFS and Mr T provided additional comments and I've given these my consideration.

LRFS said that Mr T didn't raise the issue with the suspension arms when he initially complained to them and that his complaint was only about the faults with the radio, something which was reflected in our investigator's initial view issued in May 2024. They said that they had already pointed this out to the Financial Ombudsman and they didn't think it was fair that I said in my provisional decision that they should reimburse Mr T for the cost of fitting the suspension arms, because they hadn't had the opportunity to investigate this and they consider these a new issue in addition to the original complaint.

I considered this and reviewed the file again. I concluded that when Mr T initially contacted the supplying dealer, soon after getting the car, he raised concerns about both the radio and the suspension arms. When he complained to LRFS, it was on the basis that he had experienced further problems and that there were many issues with the car. However, from the information provided to us, including the case file LRFS provided, it's clear that LRFS were given information by the supplying dealer that mentioned the issue with the suspension arms. Therefore, I'm satisfied that LRFS were made aware of the suspension arms issue during their investigation of the complaint. LRFS said that just because an issue was mentioned by the supplying dealer, it doesn't mean that they need to investigate it and they only needed to investigate issues specifically mentioned by Mr T in his complaint. They said that if Mr T wanted them to consider the suspension arms then he should make a separate complaint about this.

I decided it was fair to give LRFS more time to investigate the suspension arms issue and considered that if Mr T was to raise a new complaint about these LRFS would have eight weeks to consider it. However, I thought it would be more expedient and fairer to both sides to consider this issue under the current case, rather than under a new complaint. I asked LRFS to consider this and I gave them eight weeks to respond. LRFS have now provided their comments regarding this issue.

In their response, LRFS say they didn't investigate the suspension arms earlier because Mr T didn't mention anything about them when he first complained, or later when he contacted them to discuss ongoing problems with the radio. And just because there was reference to the replacement of the suspension arms in the paperwork provided to them by the supplying dealer, LRFS maintain this didn't mean they had to investigate issues which have not been raised by Mr T as a point of complaint. They also say that they're not obliged to consider additional issues mentioned when Mr T submitted his complaint to our service. So, they say they didn't do anything wrong by not investigating the suspension arms issue earlier, but as a result of not doing so they've been deprived of the opportunity to inspect the car in its failed state. They also can't now get further information about the issue from the supplying

dealer as they have gone out of business, nor have they had any information from the repairing garage.

However, LRFS have thought about the fault based on the information they do have and have made some comments. They believe that the suspension arms are wear and tear components and the MOT done around the time of sale showed that the car passed its MOT with no advisories, and that as the suspension is checked as part of the MOT, this demonstrates that the suspension was in full working order at the time of supply. They believe that the main cause of suspension arms failing is due to abuse through road/driving conditions, and even something as simple as driving through potholes or kerb impact can cause the arms to fail and that this could have happened even in the short period that Mr T had owned the car.

For all of these reasons LRFS don't think it's fair or reasonable for me to make a direction about the suspension arms or to assume that these were faulty at the point of sale or that they are liable for them.

I've considered the comments from LRFS about when the problems with the suspension arms were first brought to their attention. Even if Mr T didn't mention the suspension arms when he first complained to LRFS, or later when he was in contact with them about the ongoing radio issues, Mr T did mention them in his complaint to the Financial Ombudsman and LRFS have agreed to investigate this issue under the current complaint following my provisional decision. They were given eight weeks to investigate the issue and responded within that time. Therefore, I'm satisfied that they have now had the opportunity to make their submissions about this issue and I can therefore make a decision relating to it.

I understand that LRFS can no longer inspect the fault because it's been repaired and also that there's limited information from the supplying dealer and repairing garage about the details of the problem with the suspension arms. The supplying dealer is no longer trading and I don't think there's much to be gained from contacting the repairing garage so long after the repair was done (around November 2021). So, I'm basing my decision on the information already available to me.

I've considered LRFS's comments that the MOT done around the time the car was sold to Mr T didn't mention any problems with the suspension arms and that they believe that the faults with the suspension arms are more likely than not to have been caused by driving or road conditions even in the short period during which Mr T had the car. I'm not able to say why the suspension arms issue wasn't picked up during the MOT around September 2021 but I haven't seen enough evidence to persuade me that, more likely than not, the issue was caused by Mr T or was a result of driving or road conditions. I remain of the opinion that the fact that they needed replacing so soon after the car was supplied indicates that, on the balance of probabilities, it's more likely than not that the suspension arms were faulty at the point of supply, especially considering that the supplying dealer supplied and delivered the replacement parts at no cost to Mr T. As I said in my provisional decision, given the age, mileage and price paid, I think it's fair to say that a reasonable person wouldn't expect anything significant to be wrong with the car shortly after it was acquired, and in the particular circumstances of this case, I don't think it's reasonable that Mr T had to pay for the fitting of these new parts. Therefore, I think LRFS should reimburse him for the fitting costs.

Mr T also provided an extensive response which I've considered.

He says when he collected the car the radio had faults and the display screen was displaying an arrow which the supplying dealer said was because the system needed to connect to Mr T's home internet to allow it to update on an ongoing basis. He says he also raised problems with the radio in 2022 when the car broke down after being serviced, but

this symbol remained on the car until 2024 when this fault was rectified. Mr T says the suspension arms were also faulty from the day of collection and that the car had a number of other faults including problems with the engine crossover pipes breaking, engine oil leaks, starter motor problems, a gearbox fault and oil leak, broken bolts, and a faulty battery. He also says the car has had further problems due to it standing for so long while awaiting repair and that these include a faulty battery, rear brake issues, faults with the electric handbrake motors, a tailgate fault and other issues. Mr T says he doesn't consider this to be reasonable wear for a car which has only done 17,000 miles, considering the price paid for the car. Mr T says that although some repairs were done under warranty, this shouldn't be considered as free because the warranty comes at an additional cost to him which he hadn't budgeted for of around £140 a month.

I've already explained my decision regarding the suspension arms above and in my provisional decision, therefore I'm not going to say any more about that.

With regard to the problems with the radio, I've not seen anything new from either party to persuade me to change what I said in my provisional decision about this, and Mr T says in his response to my provisional decision that the downloading symbol remained on the radio until 2024 when this fault was rectified. So, I think there's enough information to conclude that the original fault with the radio was repaired and I've not seen enough to show that this fault has reoccurred, or that the current fault with the radio was present or developing at the point of supply.

Considering that the original repairs to the radio and the suspension arms appear to have been successful, I don't think it would be fair and reasonable for Mr T to be able to exercise his right to reject the car now, because I don't think he has demonstrated that the repairs previously completed have now failed, and so I don't think he now has the right to reject the car for these reasons.

In his response Mr T says that he had to buy another seven-seater 'run-around' car so he could accommodate his five grandchildren on school runs and trips, because the courtesy cars he was provided with weren't suitable for his needs. Mr T says this is a breach of contract and also says the courtesy car(s) were supplied by manufacturer garages and not by a third party as stated in my provisional decision.

I understand that it must have been frustrating for Mr T when the courtesy cars provided weren't suitable for his needs and/or on a like for like basis with his own car, but I've reviewed the agreement and all the information provided by both parties, and I can't see anything in there which leads me to conclude that LRFS were responsible. As I said in my provisional decision, I don't have enough information to be able to say that most likely the car wasn't of satisfactory quality, or reasonably durable, because of those specific faults when the courtesy cars were provided, so I don't have sufficient information to comment on these in this decision. Therefore, while I appreciate Mr T's strength of feeling regarding this, I don't think I've seen enough to say that, on balance, there's been a breach of contract by LRFS or that it needs to take any further action regarding this aspect. Also, the manufacturer garages who supplied the courtesy cars to Mr T, while his car was in for repairs, are a third party in relation to the agreement between Mr T and LRFS. It's possible that some of these repairs were done under warranty, so if Mr T wishes to pursue this aspect of his complaint further then he should contact those garages and/or his warranty provider directly. For these reasons it wouldn't be reasonable for me to hold LRFS liable for the impact on Mr T because of the courtesy cars provided not being suitable for his needs.

Regarding the MOT issue, Mr T says he has spoken to Driver and Vehicle Standards Agency (DVSA) who told him that during the Covid pandemic an automatic six-month extension was given to MOTs to stop people going out and he says that LRFS have lied to

the Financial Ombudsman about this issue. As LRFS have already mentioned this automatic six-month extension in an earlier response, it's not clear to me what Mr T means here when he says they are lying, and I haven't seen any evidence to persuade me that this is the case, or to conclude that there is any cause for concern arising from the first MOT as per my finding in my provisional decision.

Mr T does mention other issues with the car, including problems with the engine crossover pipes breaking, engine oil leaks, starter motor problems, a gearbox fault and oil leak, broken bolts and a faulty battery. However, as part of this complaint I've focussed on the repairs relating to the radio and the suspension arms because these are the issues that were raised with LRFS as part of Mr T's initial complaint. Considering that the original repairs to the radio and the suspension arms appear to have been successful, and because I don't think Mr T has demonstrated that these have now failed, I don't think it would be fair and reasonable for Mr T to be able to now exercise his right to reject the car on these bases. If Mr T wants LRFS to consider other problems with the car then he should raise these separately with them.

Mr T also says the car has developed further problems due to it standing for so long while awaiting repair and that these include a faulty battery, rear brake issues, faults with the electric handbrake motors, a tailgate fault and other issues. If Mr T thinks that LRFS might be responsible for these then he should raise these separately with them. But it also could be that issues which developed later while the car was in for repairs are separate from faults that may have been present or developing at the point of supply, therefore it may be that Mr T should refer these to the garages who had the car in their possession during these periods. Either way, it's not something I can consider as part of this specific complaint as LRFS have not had a chance to look at these issues and again this decision only concerns the repairs relating to the radio and the suspension arms because these are the issues that were raised with LRFS as part of Mr T's initial complaint.

For the reasons set out above, and in my provisional decision, I haven't seen enough to persuade me that I should reach a different conclusion to the one I reached in my provisional decision (copied above).

My final decision

For the reasons explained above, and in my provisional decision, I uphold Mr T's complaint and direct Black Horse Limited trading as Land Rover Financial Services to:

- refund the £160 Mr T paid for the cost of fitting the new suspension arms
- apply 8% simple yearly interest on the above refund, calculated from the date Mr T made the payment to the date of the refund.

If Black Horse Limited considers that tax should be deducted from the interest element of my award, they should provide Mr T with a certificate showing how much they have taken off so he can reclaim that amount, if he is eligible to do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 22 May 2025.

Liz Feeney
Ombudsman