

The complaint

Mrs C complains that the car she acquired through Black Horse Limited trading as Land Rover Financial Services ("BHL"), wasn't of satisfactory quality. She says the car she received wasn't the same specification as the one she ordered.

What happened

Mrs C entered into a hire purchase agreement in March 2024 to acquire a new car. The cash price of the car was £50,675, and, after taking account of Mrs C's deposit of £7,500, the total repayable was £60,0036.09, and was to be repaid through the credit agreement which was set up over a 48-month term with monthly payments of £582.27.

Mrs C told us:

- She ordered her new car, one she'd been looking forward to for four years, and she asked the supplying dealership to replicate another order she'd made previously with another dealership. There was an issue with the processing of the order, so it was duplicated and placed again;
- for personal reasons she couldn't pick up the car when she was first notified that it was ready for collection, so the collection date was moved to March;
- when she attended the supplying dealership, she was asked to sign all the paperwork before she was able to examine the car, and it was only at this point that she identified that the car didn't have the finish she was expecting;
- the dealership offered to change the car's finish, but said there'd be a cost of £700;
- she's tried to reject the car on several occasions, but BHL won't agree to this;
- she doesn't think it's fair that she's having to make payments under her finance agreement for a car that wasn't supplied on time, and a car that she no longer wants;
- she wants the credit agreement to be cancelled and her deposit and monthly payments refunded to her.

BHL rejected this complaint in June 2024. It said Mrs C had raised three complaint points with it; a missing sports feature – *black pack*; an interior mark in the car; and a scratched infotainment screen. BHL said it had reviewed Mrs C's sales invoice and could see no evidence that a *black pack* had been ordered. It didn't say whether it thought an error had been made by the supplying dealership or by Mrs C when the car was first ordered, but it noted that the supplying dealership had offered to cover the cost of making the cosmetic changes to the appearance of the car. As the supplying dealership had addressed this point by means of a gesture of goodwill, BHL didn't uphold this aspect of Mrs C's complaint.

In terms of the interior mark, and the scratch in the infotainment screen, BHL said it had seen no evidence to support these as "*faults*" with the car. It noted that the supplying dealership said there had been a mark on the windscreen pillar – likely caused when a member of staff exited the car and scuffed it – but the area had been wiped and there was no residual evidence of the mark. And it said it had been provided with no evidence from any party about an issue with the infotainment screen.

BHL told this Service that the supplying dealership confirmed that the *black pack* was not included on the order invoice, and that the car was delivered as ordered. It said Mrs C could've reviewed her order specification at any point up to the delivery of the car in March 2024 and escalated any omissions or errors. But, in any event, the dealership had added the *black pack* to the car as a gesture of goodwill, with Mrs C's agreement and at no cost to her.

Our Investigator looked at this complaint and said he thought it should be upheld. He said there was no fault with the car, so it had been of satisfactory quality at the point of supply. But he did say he thought it was missing an optional extra when Mrs C acquired the car, even though this matter had now been rectified.

Our Investigator said that he didn't think BHL's handling of the matter had been as good as it should've been; he'd listened to call recordings and didn't think BHL had provided accurate information about Mrs C's short-term right to reject, and its poor explanations had caused distress and inconvenience. He also noted that Mrs C had been without her new car for a period of time whilst the dealership remedied the missing *black pack*. Our Investigator recommended that BHL refund Mrs C 50% of her monthly payments made under the credit agreement to reflect the time she did not have use of the car – her usage was impaired – and he asked it to pay her £200 compensation for the distress it had caused.

Mrs C accepted this opinion and expressed her gratitude for the time and effort our Investigator had invested in her case, and she said BHL should've resolved the matter sooner.

BHL disagrees so the complaint comes to me to decide. It says in the absence of any evidence at all to suggest that the car was not supplied as ordered, it cannot be held liable for any impaired use of the car, and it doesn't think it should repay Mrs C half of her monthly payments.

My initial conclusions are set out in my provisional decision. In it I said I thought Mrs C's complaint should be upheld, but I reached a different conclusion to our Investigator about how it should be fairly settled, and I explained my reasoning as follows:

"When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mrs C is a regulated consumer credit agreement this Service is able to consider complaints relating to it. BHL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

I don't think there's any dispute that Mrs C was unhappy with the car that she was due to collect from the supplying dealership; it didn't come with the black pack that she was expecting. But the parties don't agree how this came about.

Mrs C says the dealership made an error when it had to duplicate her order, and it omitted to add back in again the additional add-on she required.

The supplying dealership disagrees. In its notes to BHL, it says "the customer did not order the black pack, was not on the order or sales invoice" ... "we agreed to cover the cost of painting the trims to black although was not on her order. She had previously ordered a vehicle from [another dealership] which she was given an image for with black trims, but the black trims were not specified on her order with us". And it confirmed that it had discussed and agreed next steps with Mrs C.

In these sorts of situations where the parties do not agree, my role is to look at the evidence and decide what I think is more likely to be the case – what do I find more persuasive based on all the oral and written evidence.

I'm mindful that the car was originally ordered in October 2023, and I believe it's fair to conclude that had the car specification on the order form differed from what Mrs C wanted, there was ample time for her to contact the supplying dealership and revise or amend the order before it was delivered in March 2024. And at the moment, I simply don't have enough evidence to persuade me that the car that was delivered was any different to that which was ordered. Moreover, it's my understanding that the supplying dealership has, as a gesture of goodwill, retrospectively modified the finish to that desired by Mrs C at no cost to her, and with her agreement.

Taking all this into account, I don't think I can hold BHL responsible for what happened. And although it seems the work done by the supplying dealership took some time, the car remained driveable. And despite its offer to modify the car's finish in accordance with what Mrs C wanted, it was her choice to leave the car with the dealership for the length of time that she did. I'm therefore not persuaded that I can hold BHL liable for Mrs C's reduced use of the car, and I won't be asking BHL to refund any of her payments in respect of impaired usage.

Next, I've had the benefit of being able to listen to a number of telephone calls between Mrs C and BHL. I'm not satisfied that she was given the information that she needed, or that certain things were explained correctly to her. A good example of this occurs in several telephone calls, when Mrs C is making enquiries about changing her payment date because she's not yet collected the car. A fair summary of what BHL's representatives told her could be described as 'computer says no'. The representatives simply didn't understand that she wished to delay her monthly payments because she hadn't yet collected the car.

The information, advice and help that she needed simply wasn't provided. And it's clear from what she says that this causes frustration, distress and anxiety, as she tries to align the options BHL is proposing with the date in the month that she is paid. I think BHL should've been more attuned to her needs, and it could've avoided causing her the worry that it did. So I'm going to ask BHL to pay some compensation to Mrs C in recognition of this."

I asked each party to let me have further information that I'd not already seen, by 1 May, that they'd like me to consider.

I've had no further comments from BHL.

Mrs C says she doesn't agree with my provisional decision. I will not repeat all of her submissions here but, in summary, she says:

- I must formally reject both the outcome and the offer of £150. I find this offer not only inadequate but also dismissive of the substantial evidence available.
- I was repeatedly informed that I had the right to reject the vehicle within the first 30 days, and that the finance agreement would be cancelled accordingly.
- If incorrect information was given to me by Black Horse representatives...it is concerning that this was repeated during multiple calls. This pattern suggests a systemic issue that cannot be dismissed with a token offer. There must be accountability, and this matter cannot simply be swept aside...This issue is not just about financial redress—it is about the principle and the way longstanding customers are treated. I have been with [BHL] for many years, and I expected better.

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 thank Mrs C for her comments, and I've considered them alongside all the evidence and arguments submitted by both parties, in order to decide what's fair and reasonable.

It may be helpful at this stage for me to explain that, although a number of points have been raised in response to my provisional decision, I will only be addressing those issues I consider to be materially relevant to the complaint in hand. Both parties should note, however, that although I may not address each individual point raised, I have given careful consideration to all of the submissions before arriving at my decision.

Having considered all of the evidence, I have reached the same conclusions as set out in my provisional decision and for the same reasons. However, I would like to make the following comments:

- My award of £150 in compensation was in recognition of the of the frustration and distress I believe she experienced. It was not to punish BHL for any “*systemic issues*”, as this is not the role of this Service. This Service doesn't supervise, regulate or discipline the businesses we cover. And my role isn't to punish or penalise businesses for their performance or behaviour – that's the role of the Regulator, in this case the Financial Conduct Authority.
- The role of this Service is to look at problems and concerns experienced by an individual consumer and determine whether, or not, the financial business – in this case Black Horse Limited – has done anything wrong. And, if it has, I'll seek to put the consumer back in the position they would've been in if those mistakes hadn't happened.
- Under the Consumer Rights Act 2015, a short-term right to reject exists if the car supplied is not of satisfactory quality; is unfit for purpose; or is not as described. But considering all the evidence supplied by Mrs C and BHL;
 - I did not conclude that the car was not of satisfactory quality – there was no evidence of any faults or anything mechanically or electronically wrong with the car;
 - I did not conclude that the car was unfit for purpose – no allegation or complaint along these lines was made, and there was no evidence that I saw that suggested the car was unfit for purpose;
 - I did not conclude that the car was not as described – it simply did not have an optional extra – *black pack* – that Mrs C was expecting, and Mrs C and BHL have different explanations about how this happened. There's no conclusive evidence here, but I've explained why I prefer BHL's version of events. And I've noted that the optional extra was subsequently provided by the supplying dealership as a gesture of goodwill, and at no cost to Mrs C.

Putting things right

I'm directing Black Horse Limited trading as Land Rover Financial Services to put things right by doing the following:

- Paying Mrs C £150 for the distress and inconvenience it caused.

My final decision

My final decision is that I uphold this complaint and direct Black Horse Limited trading as Land Rover Financial Services to settle this complaint as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 13 June 2025.

Andrew Macnamara
Ombudsman