

## **The complaint**

Mrs H complains that the car she acquired financed through a hire purchase agreement with Black Horse Limited wasn't of satisfactory quality.

## **What happened**

In July 2022 Mrs H acquired a used car financed through a hire purchase agreement with Black Horse.

Mrs H said shortly after the purchase, she experienced recurring issues with the tyres, which were either splitting or wearing down at an unusually fast rate. She said eventually the alloys began cracking. Upon taking the car to an alloy repair specialist, she said she was informed the alloys were not genuine to the make and model of the vehicle. The specialist also pointed out they had been previously refurbished due to cracks, as indicated by visible welding marks. Mrs H said she spoke to the dealership about the issue, but it dismissed her concerns and refused to assist. She raised a complaint with Black Horse.

In its final response Black Horse did not uphold the complaint so Mrs H brought it to our service. Our investigator considered this complaint but felt it was not one she could uphold. Mrs H wasn't happy with this outcome and asked for a decision from an ombudsman. She made some additional comments to which I have responded below where appropriate.

## **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 trust Mrs H won't take it as a discourtesy that I've condensed the complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint. Although I've read and considered the whole file, I'll keep my comments to what I think is relevant. If I don't comment on any specific point, it's not because I've not considered it but because I don't think I need to comment on it to reach the right outcome.

In considering what is fair and reasonable I need to have regard to the relevant law and regulations, regulator's rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time. Mrs H's hire purchase agreement is a regulated consumer agreement and as such this service can consider complaints relating to it.

## ***Satisfactory Quality***

Black Horse, as the supplier of the car, was responsible for ensuring it was of satisfactory quality when it was supplied to Mrs H. Whether or not it was of satisfactory quality at that time will depend on several factors, including the age and mileage of the car and the price that was paid for it. The car was just under two years old, had been driven for 17,000 miles and had a price of £30,990. Satisfactory quality also covers durability which means that the

components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will depend on several factors.

If I am to decide the car wasn't of satisfactory quality I must be persuaded faults were present at the point of supply. Faults that developed afterwards are not relevant, moreover even if the faults reported were present at the point of supply this will not necessarily mean the car wasn't of satisfactory quality. This is because a second-hand car might be expected to have faults related to reasonable wear and tear.

I'm persuaded by the evidence that the car has been fitted with non-genuine wheels and these were present at the point of supply. I say this because I've seen copies of job sheets from a manufacturer's garage that the car was found to have 'aftermarket' wheels fitted and the sales video provided also states 'wheel upgrade.' But a non-genuine part on a used car is not in itself evidence the vehicle has a fault or wasn't of satisfactory quality.

Mrs H has provided several invoices for replaced tyres and repair to the alloy wheels. But I haven't seen any evidence that the alloy wheels supplied were damaged or had been welded when Mrs H took delivery of the car. In her complaint Mrs H said *"upon taking the car to an alloy repair specialist, C, we were informed that the alloys were not genuine manufacturer wheels. The specialist also pointed out that they had been previously refurbished due to cracks, as indicated by the visible welding marks."*

I asked Mrs H for a copy of any report provided by C, or any other evidence which specifically identifies "previous refurbishment" or that the alloys had been repaired multiple times. I also asked if she was referring to all four alloy wheels. But I did not receive a response.

In her response to our investigator's view, quoting MOT inspection guidelines, Mrs H said that wheels should only be welded once, as multiple welds compromise their structural integrity, making them unsafe for road use. She said fractured or cracked wheels are classified as a major defect and will result in an MOT failure, additionally, wheels that have undergone multiple welds or repairs that weaken their structure are considered unsafe for road use. I'm not disputing Mrs H's comments here. But it's not clear to me which wheels have been repaired multiple times or need to be repaired. I've seen an invoice dated 1 August 2023 for weld repair to alloy wheel. The garage is noted as an established professional alloy wheel specialist. The invoice doesn't note which wheel nor does it indicate any safety concerns with the wheel. There is a second invoice for alloy repair dated 27 June 2024. This is a different garage but I note is also an alloy wheel repair specialist. This invoice notes the repair is to the "front passenger wheel." It notes that the wheels are non-genuine manufacturer wheels but as in the first invoice there are no safety concerns or comments on how or why the non-genuine wheels might be problematic.

On a manufacturer's garage invoice dated 2 July 2024 it says *"we found after market wheels fitted. I have supplied the customer images of the part number and I have also supplied an image of a genuine wheel."* Again no safety concerns were noted. I also note that the mileage at this point was 48,370. Mrs H had been able to drive over 31,000 miles.

Mrs H has noted that she has had to have tyres replaced *"due to them being stretched over incorrect sized wheels."* I can see the tyres were first replaced in January 2023. No vehicle mileage was recorded at this time. Between July 2022 and October 2023 (recorded mileage at MOT was 39,471) the car was driven over 22,400 miles. This is above average mileage so it's possible that in January 2023 the tyres needed replacing due to reasonable wear and tear, but I can't be certain.

On an invoice dated 22 April 2023, with mileage recorded at 45,690, it says *'carried out a*

*replacement of o/s/f tyre (unrepairable), checked and corrected wheel alignment (uneven tyre wear).*' There is no indication that the wheel alignment was related to non-genuine wheels. Wheel alignment can be affected by environmental issues such as potholes and road bumps.

While I'm satisfied the wheels are not genuine for the make and model of the vehicle I haven't seen any evidence to persuade me they were faulty or had repeated welding at the point of supply. I can see Mrs H has had to replace tyres and had wheels repaired, but she has driven 36,447 miles up to November 2024 which is significantly above average so I would expect a degree of wear and tear. The fitting of aftermarket wheels is common and although not produced by the vehicle's manufacturer they are usually designed to replicate their product.

### ***Misrepresentation***

Mrs H has said the dealer intentionally misled her into believing the alloy wheels were genuine. Generally speaking, a misrepresentation is when a false statement of fact has been made; and this false statement induces a customer to buy the goods. Section 56 of the Consumer Credit Act 1974 establishes that a finance company can be held responsible for antecedent negotiations carried out by its agent that take place before the agreement is entered into. Any misrepresentation in these circumstances would have been made by the broker/dealer and not Black Horse, but Black Horse provided the credit so it is also liable for any misrepresentation made by the dealer.

Mrs H has provided an advertisement video with a salesman talking about the car's features with the car in shot. At a glance the wheels look to be genuine. The dealership itself sells a variety of makes of car and isn't a specialist. So I don't think it reasonable to expect it to have done a close inspection or to have removed the wheels to identify the origin. There is a manufacturer's logo on them, although having done some internet research it appears the logo is a previous iteration/older than the current. But again I don't think it reasonable for a general dealership to have realised this. The salesman says 'wheel upgrade' which is likely referring to the size and finish. He doesn't say 'factory upgrade.' As I mentioned above it's not unusual for a used car to be sold with non-genuine parts. The car was repaired by several garages before the discovery of the non-genuine wheels was made. So it seems it wasn't obvious the wheels were not genuine.

I've not seen any evidence to suggest the dealership knew the wheels weren't genuine or that this was important to Mrs H so I'm not persuaded the dealership made a false statement of fact. It follows then that I'm not persuaded the car was misrepresented.

### **My final decision**

My final decision is I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 25 December 2025.

Maxine Sutton  
**Ombudsman**