

The complaint

Mr S complains that Black Horse Limited won't pay for a repair to a car that was supplied to him under a hire purchase agreement and won't pay him any compensation.

What happened

A used car was supplied to Mr S under a hire purchase agreement with Black Horse that he electronically signed in June 2022. The price of the car was £11,575, Mr S paid a deposit of £3,000 and he agreed to make 48 monthly payments of £122.70 and a final payment of £5,424 to Black Horse.

Mr S complained to Black Horse in January 2025 about issues that he had with the car's CV boot but it didn't uphold his complaint as it said that the car wouldn't have passed MOT tests in June 2022 and July 2023 if there had been a fault with the CV boot. Mr S wasn't satisfied with its response so complained to this service. He said that he'd like Black Horse to pay for three weeks loss of use of the car and for the repair that he had to pay for as it failed in its duty to help to get the car repaired.

His complaint was looked at by one of this service's investigators who, having considered everything, didn't think that he'd seen enough to persuade him that Black Horse was responsible for the cost of the repairs or taking any further action. Mr S didn't accept the investigator's recommendation and has asked for his complaint to be considered by an ombudsman.

He says that; Black Horse failed in its responsibility under the agreement to help him solve the problem; he's previously complained about Black Horse not assisting with a gearbox issue and the driveshaft issue was related and he was told that he'd need to raise it as a separate case but Black Horse dismissed his complaint when it should have assisted in rectifying the issue with the warranty company under the terms of the agreement.

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.

Black Horse, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr S. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Mr S was first registered in August 2018 so was nearly four years old, the hire purchase agreement shows that it had been driven for 14,695 miles and the price of the car was £11,575. 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 a number of factors.

Mr S has referred to a gearbox issue with the car but the complaint that he made to Black Horse in January 2025 and the complaint that he's made to this service is about an issue with the car's CV boot and joint so I'm unable to consider any gearbox issues in this decision. Mr S has provided an invoice for a repair to the car's CV joint in August 2024 for £946.20 and he says that the car was examined by a garage and it found leaked grease from the CV boot which was causing the CV joint to start to fail.

The car was supplied to Mr S in June 2022, more than two years before the August 2024 repair and the car passed an MOT test before it was supplied to Mr S. There were no advisories reported on that MOT test and the car's mileage was recorded as 14,718 miles. The car also passed MOT tests in July 2023 and July 2024 when its mileage was recorded as 22,902 miles and 32,055 miles and the only advisories were about damage to a wheel and two worn tyres. So, in the two years between June 2022 when the car was supplied to Mr S and the MOT test in July 2024, the car was driven for 17,337 miles and I've seen no evidence to show that there were any issues with the car's drive shaft, CV joint or CV boot until the August 2024 repair. If there had been issues with any of them before August 2024, I consider it to be more likely than not that the issues would have been identified on the MOT tests and would have impacted Mr S's use of the car.

I'm not persuaded that there's enough evidence to show that there was a fault with the car's drive shaft, CV joint or CV boot when the car was supplied to Mr S or that the car wasn't of satisfactory quality at that time. Mr S says that Black Horse failed in its responsibility under the agreement to help him solve the problem, but I'm not persuaded that Black Horse was required to help Mr S to solve the problem with the CV boot and joint unless the problem was caused as a result of the car not being of satisfactory quality when it was supplied to him.

I've found no evidence of any other complaint made by Mr S to this service about the car or the hire purchase agreement, but it looks to me as though he made a claim to a warranty company about the repair and that he's complained about its response. The warranty wasn't sold to him by Black Horse and wasn't financed under the hire purchase agreement so Black Horse would have no liability or responsibility for any issues that Mr S has had with the warranty company and wouldn't be required to help him to solve any problems with the warranty company.

I don't consider that Black Horse has responded to Mr S's complaint incorrectly. I find that it wouldn't be fair or reasonable in these circumstances for me to require Black Horse to reimburse Mr S for the cost of the August 2024 repair, to refund to him any monthly

payments for any period when he wasn't able to use the car, to pay him any other compensation or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 September 2025.

Jarrold Hastings

Ombudsman