

The complaint

Mr J has complained that a car he acquired using finance from Black Horse Limited wasn't delivered to him in a timely manner, and wasn't of satisfactory quality.

What happened

On 21 January 2023, Mr J entered into a finance agreement with Black Horse for a used electric car. It was two and a half years old, and had 17,625 miles on the clock. However, he's unhappy about a delay in delivery, and has explained there's a charging issue, and the car was subject to a manufacturer's recall and repairs were also required to the wiring harness.

One of our investigators looked into things. He noted that as it is a used car, it's fair to say that a reasonable person would expect that parts of the car might have already suffered wear and tear. And there's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn when it was supplied.

Based on the evidence provided, our investigator thought it likely there was a fault with the vehicle. His was based on Mr J's persuasive testimony, which also aligned with the information provided by Black Horse. But just because something had gone wrong, it didn't necessarily mean the car wasn't of satisfactory quality at the point of supply.

Our investigator explained that the delivery of the car by the supplier wasn't a regulated activity, so couldn't be considered in and of itself. However, it may have bearing if it was delivered late because there was a problem with it charging. But, he didn't think there was enough evidence of this. Although Mr J explained he'd been told that the car had charging problems, the supplier said it was just because the car wasn't sufficiently charged to complete a vehicle handover.

Our investigator then considered Mr J's submission that in September 2023, he realised the car was not charging at fast chargers correctly, which he thought was because of cold weather. But in the November the problem persisted, so Mr J contacted his warranty provider. The car was then repaired under warranty, as there had been a mechanical failure of the charger port/switch.

There was also a manufacturer's recall in respect of the air compressor. But, our investigator explained this doesn't mean there is a fault with the car. Rather, there may be a potential flaw with the part which the manufacturer wishes to address on scale.

Mr J then experienced a further issue in January 2025, and a number of warning lights came on. These were all connected to the wiring harness. Repairs were again carried out under warranty. Unfortunately, there was a delay due to incorrect parts being sent, but the work has been completed.

Based on the above, our investigator didn't think there was sufficient evidence that the car had a fault prior to delivery. He said he had no evidence to suggest that the first fault which was identified in February 2024 (13 months following delivery of the car) as being a failing

switch/port was present or developing at the point of supply. Nor did he have evidence to suggest that the wiring harness fault is linked to the previous fault or was present or developing at the point of supply, given Mr J had almost a full year of driving this car following the switch/port repair before the wiring harness fault.

Mr J disagreed, and has explained that he's unfortunately experienced further issues, this time with the OBC and warning lights, which he believes are connected to the previous problems, so also form part of this complaint.

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.

Having done so, I'm not upholding it. I know this will be very disappointing, but I'll explain why.

As regards both the charging port/switch and the harness, these were repaired under warranty. However, given the car was used, I'm satisfied these issues were most likely caused by wear and tear. But, in any event, repairs were carried out. And the recall was a standard procedure, to ensure any potential future problem doesn't occur.

I'm extremely sorry to hear that Mr J has now experienced further problems. I fully understand his frustration. However, Black Horse needs to be given an opportunity to look into this before our service can do so. So, I'm afraid this would need to form a new complaint.

However, I would suggest that Mr J looks at the provisions in his finance agreement regarding voluntary termination, and discusses this with Black Horse if it's something he'd like to consider.

My final decision

For the reasons given above, and despite my considerable sympathy for Mr J's position, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 16 December 2025.

Elspeth Wood
Ombudsman