

The complaint

Mr T complains that the car he acquired through Black Horse Limited, trading as Land Rover Financial Services (“BHL”) wasn’t of satisfactory quality. He wants to reject the car, cancel the credit agreement, have his deposit refunded, and be compensated for the time he has been without the car.

Mr T is represented in his complaint. For ease of reading, all submissions made by both Mr T and his representative will be referred to as having been made by Mr T.

What happened

Mr T entered a hire purchase agreement in November 2020 for a new car. The cash price of the car was £44,788, and once the advance payment was taken into account, the credit provided was £43,788. The credit agreement was set up over a term of 36 months, with monthly rentals of £640.22. So the total amount repayable if the agreement ran to term was £48,777.70.

In October 2023, Mr T refinanced the agreement over a new term of 24 months. The monthly rentals for the refinanced agreement, including a GAP policy were £406.16, meaning the total amount repayable were the credit agreement to run to term was £29,758.05.

Mr T told us:

- He bought a brand-new car in November 2020, but in March 2022 he had to take it to a local dealership because the plug-in hybrid mode wasn’t working;
- in October 2022, he continued to report problems with the hybrid and EV mode, together with an issue with the dash and central console going blank for short periods whilst driving;
- in January 2023, he reported the same fault with the dashboard and screens and had to report it again in March 2024. On this last occasion, he left the car with the dealership so that it could be road tested;
- the dealership couldn’t replicate the fault, and there was nothing further it could do;
- in April 2025 he required roadside assistance – the car would not start. A third-party roadside recovery firm attended and said the car was faulty and it was taken to the supplying dealership, where it was fixed and returned in early June 2025. But just two hours later the car would not start, and it was recovered back to the supplying dealership;
- his requests to reject the car have been refused, even though the car has been faulting regularly, and some of the features haven’t worked since 2022;
- the faults are clearly inherent manufacturing faults, even if they were not manifesting at the time, but BHL rejected his complaint;
- he has video footage from 2023 showing the fault he’s complained about, and further video footage from April 2025 that shows the car will not start;
- the issues have been independently observed, documented and verified and he doesn’t think the car is roadworthy or safe to drive – the fault is the subject of a manufacturer’s bulletin from 2023;

- he wants to reject the car and unwind the finance agreement.

BHL rejected this complaint. It says it's seen no evidence that the things Mr T complains about were present or developing at the point it supplied the car. BHL said that at the time Mr T raised his complaint about the car with it, he'd been using the car for four years and five months, during which time he'd driven around 55,000 miles.

BHL acknowledged that Mr T had reported issues with the car some time before he contacted BHL, but it said records showed the problems had arisen 18 months or more after Mr T acquired the car, and after he'd driven a considerable number of miles.

BHL said it had no evidence that any of the faults were present or developing at the point of supply, and it had spoken with main dealers who had confirmed that these issues would not have been present at the time the car was provided to Mr T. But BHL did invite Mr T to provide evidence that showed the faults were present or developing when it supplied the car, and it said it would review its decision.

BHL told this Service that Mr T raised no complaints about the quality of the car under the term of the first finance agreement. It noted that the HV coolant heater was repaired in November 2022 but said that given he then refinanced without complaint in October 2023, it was fair to assume these repairs had been successful. And it noted that the current issue had been raised with it more than 29 months later and after the car had been driven a further 47,000 miles.

BHL also highlighted that the car passed an MOT in both October 2023 and October 2024 without reference to the issues raised. BHL said that given the 54 months that had elapsed since supply, and the nearly 66,000 miles that the car had been driven, together with the fact that Mr T had provided no evidence that the fault was inherent, it wasn't responsible for the problems he was experiencing.

BHL explained that it had contacted the supplying dealership in May 2025 about the recovery of the car in April 2025. It was told that the car was cutting out because of a stored fault relating to the PCM traction system and EPIC module. BHL said a technical bulletin covering this had been published in January 2023 – this was not a recall or something that BHL or Mr T would be made aware of, it was designed to assist technicians with diagnosing problems of this kind. BHL noted that although there'd been a delay, the warranty had covered the relevant repairs at no cost to Mr T.

Our investigator looked at this complaint and said he didn't think it should be upheld. He explained that just because there had been faults with the car, this didn't mean that the car had been of unsatisfactory quality when it had been supplied in 2020. He said he'd seen no evidence that the fault complained of in 2025 was present or developing at the point the car was supplied, and that this was relevant given Mr T had driven the car for nearly five years and nearly 66,000 miles. And in terms of previous issues with the car, he noted that repairs appear to have been successfully completed at the time, often under warranty, and that Mr T had not complained to BHL about the car sooner.

Our Investigator concluded that in the absence of any independent report confirming that the fault complained of was present or developing at the point of supply, he didn't think this complaint should be upheld.

Mr T disagreed and said the issue was a manufacturing fault that he'd first reported in 2022. And it manifested itself with blank and non-responsive displays and EV mode not working. It could arise when the car was being driven or simply that the car couldn't be started. Mr T

said the solution was a replacement *rear drive unit* which was a cost that he should not bear as it was neither expected nor influenced by driver behaviour.

Our Investigator reviewed everything again but said Mr T's submissions did not change his opinion. He explained that Mr T had clearly accepted repairs for previous problems with the car and these had been completed successfully at no cost to him. And in the absence of any evidence to suggest the repairs were not authorised by Mr T; or that they were not successful, and without any evidence that issues were present or developing at the point of supply, he could not uphold this complaint.

Mr T disagrees so the complaint comes to me to decide.

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 agree with our investigator – I don't think this complaint should be upheld – and I'll explain why.

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

As the credit agreement entered into by Mr T 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.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. So, what I need to consider in this case is whether the car supplied to Mr T was of satisfactory quality or not.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied. But if the fault is identified after the first six months, then it's for Mr T to prove the fault was present when he first acquired the car.

I don't think there's any dispute that Mr T has experienced problems with the car. That has been well evidenced by both his testimony and the documents he's sent us about the repairs he's had to undertake. But whilst I accept that there have been issues with various things going back as far as 2022, BHL would only be responsible for putting things right if I'm satisfied that the faults were present or developing when the car was supplied. That is to say, the car wasn't of satisfactory quality when Mr T acquired it in November 2020.

But Mr T has provided no evidence that confirms that the most recent fault with the car was present or developing at the point it was supplied; or that it's arisen because of failed previous repairs. And it is for Mr T to *prove* that these faults existed (or were developing) when he first acquired the car.

I've also considered very carefully whether the car has been durable. But, having done so, I still can't uphold this complaint. If the car had done limited mileage since Mr T took possession of it, I might've thought it possible that the issues were there when the car was supplied. But he's now completed more than 65,000 miles in the time he's had the car – a significantly greater level of mileage than the average driver.

Taking everything into account, I simply have not seen anything that persuades me that the car supplied to Mr T by BHL was of unsatisfactory quality when supplied.

I know Mr T will be disappointed with the outcome of his complaint. But I hope he at least understands why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 24 November 2025.

Andrew Macnamara
Ombudsman