

The complaint

Mr F is unhappy with the quality of a car financed using a hire purchase agreement from Black Horse Limited.

What happened

In July 2024 Mr F entered into a hire purchase agreement for a used car. The car was around nine years old and had been driven for 84,444 miles. The cash price was £10,299.

Mr F started to experience issues with the car in July 2024. He paid for a service and diagnostics to be carried out. The diagnostics found that there were some issues with the car.

These issues included the track rod and left side being worn and damaged, a fault with the exhaust temperature sensor and a problem with one of the front headlights which required investigation.

Mr F has said the engine management light continued to come on and this was fixed again by the dealership under warranty.

In February 2025, a separate oil leak from a rubber pipe perishing was identified.

Unhappy with the quality of the car and that he thought it had a full service history when it didn't, Mr F complained to Black Horse.

They said they didn't think they needed to pay for the repairs to the track rod because they needed to be replaced due to wear and tear. They also didn't agree they should cover the most recent oil leak or the money Mr F paid for the service. They said the dealership had covered the costs for the rest of the repairs and the diagnostic fee. The final response offered to pay Mr F £200 for the distress and inconvenience he had experienced because of what had happened.

Unhappy with this response, Mr F brought his complaint to our service. One of our investigators looked into things and said they didn't think Black Horse needed to do anything further. They said this because they didn't think Black Horse needed to cover any repairs related to wear and tear and they thought enough money for the distress and inconvenience experienced had been paid to Mr F.

As Mr F didn't agree, he asked for an Ombudsman's decision, so it has been passed to me to review.

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.

The rejection

Mr F acquired his car using a hire purchase agreement and so The Consumer Rights Act 2015 ("CRA") is a relevant legislation for this complaint. The CRA sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Section 9 of the CRA says that goods are of satisfactory quality if they meet the standard that a reasonable person would consider satisfactory. When considering the quality of a car, the age, mileage and price are things that need to be taken into account.

If the purchased goods are found to be defective after 30 days, our service usually considers it reasonable that the supplier is given one opportunity to repair each separate issue.

It isn't in dispute that Mr F had problems with his car soon after acquiring it. However, the evidence available suggests that the majority of these problems have now been rectified at no cost to Mr F. The diagnostic report which identified these problems was also reimbursed to Mr F.

I've considered if it was reasonable that Black Horse didn't agree to cover the repairs to the track rod. After doing so, I think that the track rod being worn would be considered a wear and tear item. The car had also been driven around 90,000 miles. So, I think a reasonable person would expect that these components would need servicing at this point. So, I don't think Black Horse are responsible for this issue.

Mr F experienced a further oil leak in January 2025. The dealership said the original leak was in the turbo sump. The new leak was because of a rubber pipe perishing over time around the back of the engine. By this time, the car had been driven 94,000 miles and was nearly ten years old. I've seen no evidence that suggests this problem was present or developing at the point of sale. And so, I don't think Black Horse acted unreasonably in not paying for this repair.

I know that during the car's service it was established that the drop links weren't from the manufacturer. There is no indication that these parts were failing, and it isn't uncommon for older, second hand cars to have non manufacturer approved parts fitted. So, I also don't think this would make the car of unsatisfactory quality.

Overall, there is no indication that the new oil leak is a continuation of the same problem, and all other issues have been rectified or were because of wear and tear. And so, I don't think Black Horse have acted unreasonably in not allowing a rejection to take place.

Black Horse offered Mr F £200 for the distress and inconvenience he experienced as a result of the initial issues. I think this amount is a fair reflection of the inconvenience Mr F would've had when he had to take his car in for repairs and for the frustration he would have experienced too.

Service history

Mr F is unhappy that the car didn't have a full service history and wasn't serviced before it was sold to him.

I've carefully considered everything that has been said by Mr F, Black Horse and the seller of the car. After doing so, I can see no indication that Mr F was told anything specific about the cars service history or that he was told that it would be serviced before being sold to him.

I know Mr F is unhappy that as the car hadn't been serviced, he felt he had to pay for one, but I don't think Black Horse are responsible for this cost. This is because I don't think paying for a service is part of Black Horse's obligations under the CRA as it is an expected cost of maintaining and having a car. And I can't see anything which suggests Mr F was told

the car he acquired would be serviced before he got it.

I'm sorry that my decision doesn't bring Mr F more welcome news. But in all the circumstances I don't think that Black horse has treated Mr F unfairly, unreasonably, or contrary to their obligations as set out in the CRA.

My final decision

My final decision is that I don't uphold this complaint for the reasons set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 5 January 2026.

Ami Bains
Ombudsman