

The complaint

Mr C complains that a car supplied to him under a hire purchase agreement with Black Horse Limited is of unsatisfactory quality.

What happened

In February 2025 Mr C entered into a hire purchase agreement with Black Horse Limited (BHL) to acquire a used car. The car was just over nine years old, with a mileage of 41,826. The cash price of the car was £10,299.00, with a deposit of £4,800.00 being paid. The total payable listed on the hire purchase part of the agreement was £11,544.00 payable over 48 monthly repayments of £140.50.

Very early on in the agreement, Mr C encountered issues with his vehicle from around February 2025 to June 2025. These included clutch problems, door alignment, metallic and thudding noises, excessive smoke, vibrations at high speeds, an engine management light (EML) illuminating and a colour mismatch on one of the doors. Mr C also explained that the dealership carrying out repairs had damaged the car whilst trying to park it.

Mr C complained about the issues to BHL. In its final response BHL partially upheld the complaint. BHL upheld the complaint about faults with the clutch, metal sound and the door misalignment. It did not uphold the complaint points regarding the door being a different colour or the issue with the EML.

As he was unhappy with BHL's response, Mr C brought his complaint to this service, where it was passed to one of our investigators. The investigator did not uphold the complaint as they considered BHL's response to the complaint to be fair. Mr C disagreed with this as he would like to reject the vehicle, and so I've been asked to review the complaint to make a final decision.

As a note, I can see Mr C has recently mentioned a potential new issue with the vehicle or a warranty purchased at the point of sale. I won't be able to consider these issues under this decision, as these have not been raised with BHL, and BHL have not had the chance to investigate and provide a response. This decision will focus solely on the issues raised by Mr C and answered by BHL previously. This means if there are further issues with the vehicle, Mr C may well be able to raise a new complaint about them.

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've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr C acquired a car under a hire purchase agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Mr C's complaint about BHL. BHL is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory, fit for purpose and as described". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history.

In this case, Mr C acquired a car that was just over nine years old and had travelled around 41,826 miles. As this was a used car with this mileage and age, it's reasonable to expect parts may already have suffered more wear and tear when compared to a new car or one that is less travelled. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I've reviewed the available evidence about the issues Mr C experienced with the car. Based on what I've seen, I'm satisfied that there is a fault with the clutch, door misalignment, EML and metallic or knocking noises. I say this because neither BHL nor Mr C dispute there have been issues in some of these areas and several issues have been acknowledged as needing repair and have had repairs carried out on them.

Having considered the car had faults, I've considered whether it was of satisfactory quality at the time of supply.

I can see that BHL have agreed that the car was not of satisfactory quality when it was supplied in relation to the clutch, metal sound and the door misalignment. However, BHL do not agree that the door supplied was a different colour then the vehicle or that there was an issue with the EML making the car of unsatisfactory quality.

As BHL agree the vehicle wasn't of satisfactory quality in some areas, I haven't focused in detail on this, but more on the areas of dispute, and whether the repairs carried out, meant the car was now of satisfactory quality and was this a fair outcome.

In relation to the door being a different colour, Mr C confirmed that this had been resprayed by the dealership. Mr C explained he hadn't noticed this prior to the sale of the vehicle as the conditions for viewing the car didn't allow this. As Mr C could have examined the vehicle and noted the differing colour, this does not meet the definition under the CRA of making the vehicle of unsatisfactory quality. Having said this, Mr C has confirmed this has been rectified anyway.

Mr C was also unhappy regarding the EML. BHL have said that this likely came on as a result of rodent damage to the wiring loom, and although this had gone off by the time the vehicle was seen by the dealership, they replaced a sensor and replaced the loom as a gesture of goodwill even though it likely wasn't present or developing at the point of sale. Mr C explained he didn't think the light would have switched off if it was in relation to split wiring. BHL have supplied an image of a wiring loom that appears to be frayed and damaged, and could be consistent with rodent damage. I don't have anything to show that this is definitely from Mr C's vehicle, or that a rodent definitely caused it, but in the absence of any other evidence, I am more persuaded that this damage was not present at the point of sale and

has developed in Mr C's ownership. I say this because I think if there had been a fault causing the EML to come on and switch off again, I'd expect it to have presented itself earlier than it did, I also have no other information confirming what may have caused this and if it made the vehicle of unsatisfactory quality or not.

So, I agree with BHL that the issues they did not uphold, did not make the vehicle of unsatisfactory quality.

As I've agreed that the vehicle was not of satisfactory quality in relation to the door alignment, metallic noises and clutch issues, I've then thought about if repair was a fair outcome, and if these repairs mean the vehicle is of satisfactory quality now.

I can see that the clutch issues presented themselves as soon as around one week into the agreement. A fix was applied, only for the clutch to need a further repair. BHL have one chance to repair the vehicle under the CRA, unless further opportunities to repair are given.

I acknowledge Mr C has said that he'd have asked to reject the vehicle if he'd known he could have done this. Having said this, further chances to repair were granted, and these repairs do not appear to have failed, and as such, I can't say that the vehicle should be rejected. I can also see repairs were carried out on the metallic noises and the door alignment, and none of these appear to have failed from the information I have about the complaint.

As the repairs appear to have now succeeded, I agree that repairing the vehicle was a fair outcome under the circumstances and that the vehicle has been restored to a condition of satisfactory quality. It is for this reason that I wouldn't direct BHL to accept rejection of the vehicle, although I acknowledge why Mr C has been frustrated with it.

This brings me on to Mr C's point around what happened when he was without his vehicle. I acknowledge that Mr C was unhappy with courtesy cars given to him, and that he was unhappy with the amount of time he was without his own vehicle. I can see that Mr C has largely been kept mobile when his car has been unavailable, and BHL have addressed an issue where he was given a courtesy car that had an issue meaning he was without transportation for a short amount of time. I acknowledge why Mr C would be unhappy without having access to his own vehicle during this time, however I wouldn't direct BHL to do anything differently here as he has been kept mobile, and periods where he hasn't been have been addressed in BHL's response to the complaint.

I thought about if a payment for distress and inconvenience was relevant in this complaint. Mr C will have undoubtedly been caused inconvenience with his vehicle encountering several issues in a short space of time and having to arrange for these to be repaired. I am satisfied that £150 is a fair amount to reflect this and as such, I would not direct BHL to do anything differently here.

Based on everything I've seen here, Whilst I acknowledge why Mr C is unhappy with the issues his vehicle has had, I'm persuaded that the repairs to the vehicle were a fair outcome, and that these repairs have succeeded in ensuring the vehicle is of satisfactory quality and as such I won't be asking BHL to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or

reject my decision before 8 January 2026.

Jack Evans
Ombudsman