

The complaint

Mr G complains about that Black Horse Limited (Black Horse)unreasonably seized his car. He would like a refund of all the payments he made for the car, the account to be settled and closed as soon as possible.

What happened

The details of this complaint are well known to both parties so I won't repeat them again here, instead I will focus on the reasons for my decision.

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 have reached the following conclusions: -

- Mr G's car was seized by the police and impounded. As a result, Black Horse terminated his agreement. I have seen the agreement Mr G signed which states under 'other times we can end this agreement' that it can terminate an agreement if , as was the case here, the car was seized or detained by someone with the legal authority to do so as result of the customer's failure or wrongdoing. In this case Mr G was driving whilst disqualified. As Mr G was in breach of his agreement, I don't think Black Horse acted unfairly.
- Mr G feels it is Black Horse that is in breach of the terms of his agreement as, given he had paid over half of the agreement it needed a court order to repossess his car. I have gone back to Black Horse and queried this on Mr G's behalf as, when I read the agreement, I could understand why he might have thought this.
- Black Horse has clarified that a court order was not required as the car wasn't repossessed – repossession applies when a car is physically taken back by Black Horse which wasn't the case here. Mr G's car was removed by an external authority so the need for a court order didn't apply.
- I also asked Black Horse to clarify the status of Mr G's account as, not unreasonably, Mr G wanted this. Black Horse has confirmed that the account is now settled in full with no credit due back. This is on the basis that sale proceeds have been applied and third-party fees of £1297,91 (storage, transport and handling charges) deducted. It seems Black Horse waived some of these charges due to delays in processing them

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 2 January 2026.

Bridget Makins
Ombudsman