

## **The complaint**

Miss H complains that a car that was supplied to her under a hire purchase agreement with Black Horse Limited wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Miss H under a hire purchase agreement with Black Horse that she signed in June 2023. The price of the car was £14,467, the hire purchase agreement included a service plan which had a price of £349, and Miss H paid a deposit of £956.67. She agreed to make 47 monthly payments of £256.25 and a final payment of £6,050 to Black Horse.

Miss H returned the car to the dealer in July 2023 because of an engine management warning light and its invoice says that the water pump was seized and the auxiliary belt was damaged, so both were replaced. The dealer replaced the top mounts in August 2023 and Miss H says that she's taken the car back to the dealer about ten times because of the same on-going issues with the gear stick jamming and random noises coming from the dashboard.

Another garage looked at the car in March 2024 because of knocking from the front when turning left and it identified that the offside front CV joint was leaking grease, and Miss H says that she's been advised that the oil gasket was leaking. Miss H complained to Black Horse in August 2025 and it upheld her complaint about the engine management light and a squealing and rubbing noise and said that the dealer had repaired those issues. To help put that right it offered to make a payment of £150 to Miss H. It didn't uphold her complaint about the oil gasket leaking, bolts missing or a knocking noise.

Miss H wasn't satisfied with its response so complained to this service. Her complaint was looked at by one of this service's investigators who, having considered everything, didn't think that Black Horse had acted fairly. She thought that events up until October 2024 had been handled fairly for the most part and the dealer hadn't seen the car since March 2024. She thought that a fair level of stress and inconvenience had been caused to Miss H and that a payment of £250 was a fairer reflection of that. She said that Miss H had been without the car for around a month during July and August 2023 whilst the repairs were being done, so she recommended that Black Horse should also refund one month's payment to Miss H.

Black Horse has accepted the investigator's recommendation but Miss H hasn't accepted it so I've been asked to issue a decision on her complaint. Miss H says that the car was sold with issues already on it, she's provided evidence of that and the dealer hasn't fixed those issues. She's provided a timeline of events and has provided receipts from October 2025 for work on the car. She paid £235.79 for a wishbone to be replaced, £240.60 for the thermostat to be replaced and £50 for wheel alignment

## **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.

Black Horse, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss H. Whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it. The car that was supplied to Miss H was first registered in May 2019, so was more than four years old, the hire purchase agreement shows that it had been driven for 42,392 miles and the price of the car was £14,467. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time, but exactly how long that time is will depend on a number of factors.

There doesn't seem to be any dispute that there were some issues with the car soon after it was supplied to Miss H and the dealer's invoices show that the water pump and auxiliary belt were replaced in July 2023, the front bushes were splitting so were replaced later that month and that the top mount was replaced in August 2023. Miss H says that another garage identified missing undertray bolts, weak rear bolts and a leaking CV boot in October 2023 and the dealer claimed that the car was fixed but another garage said that the CV boot was still leaking.

The car passed an MOT test, with no advisories, in March 2024 and its mileage was recorded as 49,289 miles. In about eight months between the car being supplied to Miss H and the MOT test, it had been driven for more than 6,800 miles. Miss H complained to Black Horse about issues with the car in August 2024 and it responded to her complaint in October 2024.

The car passed another MOT test in July 2024, with an advisory that the offside front suspension arm ball joint had slight play, and its mileage was recorded as 55,133 miles. Miss H says that the car wasn't driven for approximately a year in 2024 and 2025 due to her maternity leave and safety concerns but between the March 2024 and July 2024 MOT tests it was driven for 5,844 miles. Miss H took the car to a garage the day after the MOT test for a pre-scan report and a number of fault codes were identified. The report records the car's mileage as 88,779 km, which is 55,164 miles. Miss H says that she asked the mechanic to look for grease and noise, which was found and bullet pointed in the report.

I've looked at that report, and the photos and video of the car that Miss H has provided, and I don't consider that they show that there are faults with the car that would have been present or developing when the car was supplied to her. Miss H paid for work on the car in October 2025, including replacement of the wishbone and thermostat and wheel alignment, and the invoice for the thermostat replacement records the car's mileage as 56,987 miles.

The car is now more than six years old and has been driven for about 57,000 miles, including more than 14,500 miles since it was supplied to Miss H, and I don't consider it to be likely that Miss H would have been able to use the car to cover that mileage if there were faults with it that were present when it was supplied to her but which hadn't been repaired. I consider that the repairs to the car were a fair and reasonable response to the issues with it and I'm not persuaded that there's enough evidence to show that the current faults with the car were present or developing when the car was supplied to Miss H or that they caused the car not to have been of satisfactory quality at that time.

I find that it wouldn't be fair or reasonable in these circumstances for me to require Black Horse to allow Miss H to reject the car, to pay for any further repairs to the car or to reimburse her for the repair costs that she's incurred. I find that it would be fair and reasonable for it to take the actions described below to put things right.

### **Putting things right**

In response to Miss H's complaint, Black Horse offered to make a payment of £150 to her. The investigator said that a payment of £250 was a fairer reflection of the level of stress and inconvenience caused and that Black Horse should also refund one month's payment to Miss H for the time that she was without the car. Black Horse has accepted the investigator's recommendation and I find that it would be fair and reasonable in these circumstances for it to make the payments to Miss H that were recommended by the investigator.

### **My final decision**

My decision is that I uphold Miss H's complaint and order Black Horse Limited to:

1. Refund to Miss H one monthly payment under the hire purchase agreement of £256.25.
2. Pay £250 to Miss H to compensate her for the distress and inconvenience that she's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 9 December 2025.

Jarrold Hastings  
**Ombudsman**