

## **The complaint**

Ms B 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 Ms B under a hire purchase agreement with Black Horse that she electronically signed in September 2023. The price of the car was £17,319.98, Ms B paid a deposit of £5,200 and she agreed to make 48 monthly payments of £196.76 and a final payment of £7,770 to Black Horse.

The car was returned to the dealer in March 2025 for some routine work and it was found that the undertray was misshapen and needed to be replaced. Ms B took the car to another garage and it identified multiple faults with the car which it said were consistent with prior accident damage and deemed the car to be unsafe to drive.

Ms B complained to Black Horse about the issues with the car in April 2025, but it didn't uphold her complaint. It said that there was no evidence to suggest that the car wasn't of satisfactory quality at the time of sale. It also said that the dealer had agreed to take remedial action to repair the car at its own cost.

Ms B wasn't satisfied with its response, so referred her complaint to this service. Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She said that she'd seen no evidence to suggest that the car had the problems when Black Horse supplied it to Ms B in 2023 and she didn't think that Black Horse should have offered her any compensation.

Ms B hasn't accepted the investigator's recommendation and has asked for her complaint to be referred to an ombudsman for a final decision. She's provided responses to the investigator's recommendation, including a detailed rebuttal, in which she provides a full explanation of why she considers that the car wasn't of satisfactory quality at the point of sale and the impact that this has had, and an executive summary, which she says is a concise bullet-point overview of the key points of her case. She says that her requested outcome is recognition that the car wasn't of satisfactory quality and compensation for her distress and loss of trust.

## **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 Ms B. 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 Ms B was 17 months old, had been driven for 7,772 miles and had a price of £17,319.98. 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.

Ms B says that between September 2023 and March 2025, she raised verbal concerns about rattles and minor issues with the car with the dealer during servicing and washes, but no action was taken and her concerns weren't recorded in writing. The dealer's vehicle health check report in March 2025, when a misshaped undertray was identified, recorded the car's mileage as 21,980 miles, so between September 2023 and March 2025 the car had been driven for 14,208 miles.

Ms B took the car to another garage and says that it confirmed multiple faults with the car, consistent with prior accident damage and deemed it to be unsafe to drive. She says that it prepared a detailed report with photographs, but the garage says that it hasn't completed a report and wouldn't be able to comment on whether the damage would have been present in September 2023 when the car was supplied to Ms B.

The dealer has provided evidence of the checks that it made before the car was supplied to Ms B and says that it conducted a vehicle history check which didn't show any issues with the car. It says that Ms B was a loyal and regular customer, so it agreed to take remedial action, at its own cost, despite there being no evidence of the damage being present at the point of sale. The dealer has provided a copy of its internal invoice which describes the remedial work that was undertaken. I've seen no evidence to show that there have been any other issues with the car since that work was undertaken.

I've carefully considered all that Ms B has said and provided about her complaint, including the detailed rebuttal and executive summary that she's provided in response to the investigator's recommendation, but I'm not persuaded that there's enough evidence to show that that damage was present when the car was supplied to Ms B in September 2023 or that the car wasn't of satisfactory quality at that time. It's clear that Ms B feels very strongly that the car wasn't of satisfactory quality when it was supplied to her and that Black Horse should pay her compensation for the distress and loss of trust that she's been caused, so I appreciate that my decision will be disappointing for her. I find that it wouldn't be fair or reasonable in these circumstances for me to require Black Horse to pay any compensation to Ms B or to take any other action in response to her complaint.

### **My final decision**

My decision is that I don't uphold Ms B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 2 February 2026.

Jarrold Hastings  
**Ombudsman**