

The complaint

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

What happened

In August 2024 Mr O was supplied with a used car through a hire purchase agreement with Black Horse. He paid an advance payment of £4,000 and the agreement was for £11,055.64 over 36 months; with 36 monthly payments of £195.99. At the time of supply, the car was around six years old, and had done 66,084 miles.

Mr O said that the front end of the car had been re-sprayed prior to his purchase and this had been done to an extremely poor standard. He said this work was not disclosed to him during the sales process. He also said it was not visible to him at the point of purchase.

He said he arranged an independent report and this found mis-matched paintwork, overspray, a non-original manufacturer paint had been used, and panel misalignment. Mr O said this impacted on the car's safety, durability and market value. He said he wanted Black Horse to pay for the car to be properly resprayed.

Black Horse did not uphold Mr O's complaint. They said it was not unexpected for the car to have cosmetic concerns at the point of sale as it had been used for around 6 years and 4 months prior to his ownership. They said any cosmetic issues would have been visible at the point of sale, and they would've expected Mr O to address this with the dealer before agreeing to the sale and signing the finance agreement.

They also highlighted that Mr O's own testimony confirmed that he had no concerns with the appearance of the car at the time of sale or shortly after sale.

Black Horse said they had run a hire purchase check, and there was no indication that the car had been in an accident that impacted its overall quality.

Mr O was unhappy with this response, so he referred his complaint to our service for investigation.

Our investigator said he was satisfied there was a fault with the car's paintwork, but he said that he hadn't seen any evidence that showed the fault was present or developing at the time of supply.

Mr O disagreed. He said he'd provided photos of the car from the advert – these showed the defect was present at the time of sale. He also said the fault wasn't due to wear and tear as it was a significant defect in the appearance and finish of the goods.

Because Mr O didn't agree, this matter has been passed to me to make a final 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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Mr O was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we are able to investigate complaints about it.

The Consumer Rights Act 2015 (CRA) covers agreements such as the one Mr O entered into. Under this agreement, there is an implied term that the goods supplied will be of satisfactory quality. The CRA says that goods will be considered of satisfactory quality where they meet the standard that a reasonable person would consider satisfactory – taking into account the description of the goods, the price paid, and other relevant circumstances.

I think in this case those relevant circumstances include, but are not limited to, the age and mileage of the car and the cash price. The CRA says the quality of the goods includes their general state and condition, as well as other things like their appearance and finish, and freedom from minor defects.

So, if I thought the car was faulty when Mr O took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Black Horse to put this right.

Other Decisions

While I recognise Mr O has made reference to other decisions the Financial Ombudsman Service has made, a crucial part of our service and the way we consider complaints is that we consider each complaint on its own merits and its own individual circumstances. So, my decision won't be impacted in any way by any decision made on a different complaint, no matter how similar Mr O feels the situation is.

The paintwork

Mr O complains that the car was not as described at the time of sale and that a significant, undisclosed repair was carried out prior to his ownership. His complaint relates to the quality of the paintwork. He's not referred to other parts being replaced or repaired.

I can understand why Mr O would be upset to find out that the car he purchased had been damaged, possibly in an accident. But I can't say that this information has been deliberately withheld from him. That's because the only legal requirement to record damage is when an insurance company decides that a damaged car should be "written off". When that happens, the information is recorded with the DVLA who will record this information in the vehicle's log book.

As there's no category information recorded for this car, we know that it hasn't been written off. That doesn't mean it hasn't been in an accident, or had substantial repairs, but that's the

same for most cars in the used car market. So I can't say that Black Horse has withheld information from Mr O, as it wouldn't know if the car has ever been damaged, or repaired.

And just because a car had been in an accident, or had a substantial repair, doesn't mean that it won't be of a satisfactory quality.

Black Horse confirmed that it did search for this information, and no negative information was found. Mr O says this check wasn't sufficient. He says it should've done more. He also says that the supplying dealer disclosed minor imperfections and failed to disclose the more serious accident damage. He said this was selective.

As I've already said, there was no evidence that the car had been the subject of a significant repair. And Mr O has made no reference to any structural damage to the car. So, I'm still not persuaded that information was withheld from Mr O, deliberately or otherwise.

Mr O says the independent expert found that original paint had not been used. That may be the case, but on its own, that doesn't mean the repair wasn't done to a satisfactory quality. It is the colour match that is important.

The report from the bodyshop says there was a "*colour mismatch*". I agree with our investigator that the report doesn't tell us when the issue with the paint work arose. Mr O says that the mismatch is clear from the photos he has provided, and from the original photographs from the advert for the car.

I don't find the photos persuasive. That's because they don't tell me what the paintwork was like at the point of sale. I can't see the issue Mr O has described in the photos from the original advert. That's because it's difficult to say whether or not the light and shade are from the lighting, the location, the camera, or something else.

And that applies also to the photograph Mr O has supplied.

If I am to require Black Horse to take any action, I need to be satisfied that the fault was present or developing at the point of sale.

For that reason I turn to Mr O's own testimony. He says that issue wasn't visible to him when he acquired the car, and that it only became clear after expert assessment.

It wasn't until 4 April 2025 that Mr O had the paintwork inspected. This was eight months, and 7,000 miles after he had acquired the car. I've listened carefully to Mr O's argument about "latent" faults only being visible through professional inspection. But he also said that the paint mis-match can be seen in the original advertisement.

I think that if there were issues with the paintwork on the panels not matching that meant it was not of a satisfactory quality, these would have been visible to the average consumer. I can understand why Mr O may not have noticed any mismatch straight away. But he was informed that he had a 14 day money back guarantee from the supplying dealer, where it would accept the return of the car with no explanation required. I think if the paintwork issue was visible, he would have noticed it within those first two weeks.

The law gives consumers more than two weeks: the CRA says that the car must be of satisfactory quality, and this includes its appearance. Mr O didn't report these faults until April 2025, eight months after he got it. I'm satisfied if there had been noticeable issues with the paintwork, these would have been evident to Mr O much sooner than after around eight months of ownership.

He had previously been in contact with Black Horse about other issues, so I think it likely he would have raised issues with the paintwork then, if they were noticeable. It seems to me that the paintwork was as he expected it to be. So based on his own testimony, I'm satisfied that the quality of the paintwork was satisfactory, especially for a car of this age and mileage.

I know this will be disappointing for Mr O, but this means I won't be asking Black Horse to take any action to resolve this complaint.

My final decision

For the reasons explained, I don't uphold Mr O's complaint about Black Horse Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 1 December 2025.

Gordon Ramsay
Ombudsman