

### **The complaint**

Mr G is unhappy that a car supplied to him under a hire purchase agreement with Black Horse Limited trading as Jaguar Financial Services was both misrepresented to him and was of an unsatisfactory quality.

### **What happened**

In October 2024, Mr G was supplied with a new car through a hire purchase agreement with Jaguar. He paid an advance payment of £5,251 and the agreement was for £45,654 over 48 months; with 47 monthly payments of £572.66 and a final payment of £25,621. At the time of supply, Mr G paid the supplying dealership £500 to replace the tyres on the car with all-season tyres.

Mr G experienced some problems with the car, and the geometry (tracking) was reset by the dealership, at no cost to Mr G, In January 2025. He says that he was also told that the C pillar wasn't correct and the wrong boot tool tray had been installed.

On 14 February 2025, Mr G complained to Jaguar that:

- the replacement tyres were all-terrain tyres, not all-season tyres;
- the offside C pillar was flexing, causing a rattle;
- the steering was not registering correctly;
- the boot tool tray wasn't secure and was rattling;
- the front number plate had fallen off; and
- the car boot didn't fit his mobility scooter, and the boot lip won't accept the scooter ramps without damaging the rear bumper.

Mr G also asked to be able to reject the car. In their response to this complaint, Jaguar didn't uphold the complaints about the noises from the rear of the vehicle, the size of the boot, or the number plate falling off. However, they did say that, as the geometry was still incorrect, this would be repaired at no cost. And they offered a total of £136.61 compensation for what had happened.

Mr G wasn't happy with this response, and he brought his complaint to the Financial Ombudsman Service for investigation.

Our investigator also didn't uphold Mr G's complaint. They said that the geometry issue, which likely was affecting the steering, most likely resulted from the replacement tyres not being correctly aligned. And, as this related to an upgrade to the car that wasn't financed by Black Horse, it wasn't something they were responsible for.

The investigator also said that there was nothing to show why the number plate fell off, so they couldn't say it was due to a fault; that there was no evidence of the issues Mr G was complaining about regarding the noises from the rear of the car; and that Mr G was provided with the size of the boot before he agreed to finance the car. So, they didn't think Jaguar needed to do anything more.

Mr G didn't agree with the investigator's opinions, and he didn't think we'd taken into consideration all of his dealings with Jaguar. So, he asked for the matter to be sent to an ombudsman to decide.

### **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 G was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Jaguar are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history.

The CRA also implies that goods must confirm to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Jaguar can show otherwise. So, if I thought the car was faulty when Mr G took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Jaguar to put this right.

#### *misrepresentation*

Mr G has complained that the car was misrepresented to him at the point of supply. He says he was told the boot would fit his mobility scooter and that the car was to be fitted with all-season tyres. And neither of these turned out to be the case.

With regards to the tyres, as explained by the investigator, these were changed by way of a separate agreement between Mr G and the dealership. And the cost of these wasn't financed through Jaguar. So, while it may be the case that Mr G was misadvised about the tyres, this is something he would need to raise directly with the dealership. It's not something Black Horse are responsible for.

However, section 56 of the Consumer Credit Act 1974 states that any negotiations conducted by the credit broker or supplier of goods are deemed to be conducted in the capacity of an agent of the creditor, and that this includes all communications (including the advert) and representations made. This means that, in this case, any discussions, communication, or representations made by the dealership in respect of the boot size were done so as an agent of Jaguar, for which Jaguar remain liable.

It's clear that having a boot that would fit his mobility scooter, and being able to fit the ramps to get the scooter in and out of the car, was extremely important to Mr G. He's said that he

told the dealership the scooter required a space of 50 x 38 inches. While I don't doubt this was discussed with the dealership, as this was verbal, I can't be certain exactly what size Mr G said that he needed.

But we've been provided with a call that took place between the dealership and Mr G on 12 October 2024 – around two weeks before the car was supplied. And, on this call, Mr G was clearly advised the boot size was '3 foot 6.9 inches'. If Mr G wasn't happy this was big enough for his requirements, then he could have acted at that point, either by withdrawing from the transaction or by visiting the dealership with his mobility scooter to ensure it fitted, either before or at the point of supply.

For misrepresentation to be present there must (a) have been a false statement of fact (either directly or by omission), and (b) that false statement of fact must have induced, in this instance, Mr G to have financed this particular car with Jaguar. As I've seen that Mr G was provided with the dimensions of the boot on the call of 12 October 2024, and as I haven't seen anything to show me these dimensions are fundamentally incorrect, I'm satisfied there hasn't been a false statement of fact. So, and while I appreciate this will be disappointing to Mr G, without a false statement of fact there is no misrepresentation.

#### *satisfactory quality*

Mr G has complained about noises from the rear of the car caused by the C pillar and the boot tool tray, and he's said that he was told there were issues with the car. While I don't doubt Mr G's testimony, I need to consider whether these issues made the car of an unsatisfactory quality. I haven't seen anything, for example by way of a report from an independent garage or engineer, which says what was causing the noise and what is needed to undertake a repair. And as Mr G has said that he's now sold the car, it's not possible to obtain such a report.

As it's quite possible that a quick fix, for example replacing the boot tool tray, would resolve the issues, I'm unable to say that it's more likely than not that the car was of an unsatisfactory quality when it was supplied. So, I won't be asking Jaguar to do anything more regarding the noises.

What's more, while annoying and frustrating, I don't consider a loose number plate that's now been fixed is enough to make the car as a whole of an unsatisfactory quality. So, I won't be asking Jaguar to take any action regarding this either.

Finally, Mr G has complained of an issue with the steering. He's provided evidence that the tracking was out, and this can cause steering issues. Again, without something to say there were other underlying issues that affected the steering, I think it's more likely than not that the tyres Mr G had fitted to the car weren't tracked correctly, and this is what was causing the issue.

Jaguar offered to fix this at no cost to Mr G, which I think was satisfactory, especially given that the replacement tyres weren't their responsibility. I'm unsure if Mr G took them up on this offer before he disposed of the car, but either way they don't need to do anything more.

So, in conclusion, I'm satisfied that Jaguar acted reasonably, and I won't be asking them to take any further action.

#### **My final decision**

For the reasons explained, I don't uphold Mr G's complaint about Black Horse Limited trading as Jaguar Financial Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 December 2025.

Andrew Burford  
**Ombudsman**