

## **The complaint**

Ms W complains about a car supplied to her using a hire purchase agreement taken out with Black Horse Limited trading as Land Rover Financial Services (“Black Horse”).

## **What happened**

In May 2022, Ms W acquired a brand-new car using a hire purchase agreement with Black Horse. The cash price of the car recorded on the agreement was £51,509.07, the agreement was for 37 months, made up of 36 regular, monthly repayments of £235.94, followed by a final payment of £27,365, which included a £10 option to purchase fee. The deposit payment recorded on the agreement was £20,000.

After a few months, Ms W said she experienced issues with the car’s electric range as well as with issues charging the battery. From around September 2022 to the end of 2022, the car was inspected by a dealership on various occasions, but no specific fault could be identified.

From around January 2023 to April 2023, Ms W said she still experienced issues with the car, and also with its cruise control function. In April 2023, a transponder for the car was replaced to rectify the issue.

In October 2023, Ms W said she raised issues about the car again to the dealership, who said that they had resolved the issue. Ms W said issues persisted.

Ms W said that in March 2024, issues in relation to the battery range and charging the car worsened. Advice was sought from the manufacturer to assist with the matter. A high voltage coolant heater was replaced under warranty, but Ms W said issues with the car’s battery persisted.

Ms W raised issues about the car again in January 2025. And in March 2025, Ms W complained to Black Horse.

Black Horse issued their final response to Ms W in May 2025 where they explained they didn’t uphold her complaint. They explained that they thought most of the issues Ms W had experienced had been resolved and repaired and they didn’t think other faults were present or developing at the point of supply.

Unhappy with Black Horse’s response, Ms W referred her complaint to our service in June 2025. While the complaint was with our service, the car’s battery was replaced.

Our investigator issued his view where he explained why he upheld Ms W’s complaint. Among other things, he said he was satisfied that the car had a battery range and charging issue as the battery range reduced over time and that it needed to be replaced. The investigator set out what he thought Black Horse needed to do to put things right.

Ms W agreed with the outcome reached. Black Horse disagreed. Among other things, Black Horse didn’t think there was a confirmed fault with the battery which made the car of

unsatisfactory quality. They didn't think the battery replacement meant the battery was faulty, but rather that it was replaced as a gesture of goodwill. They also didn't think there was an issue with the range of the car, and that its reduced range was rather due to driver style.

As Black Horse disagreed with the investigator's findings, the complaint was passed to me 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'm upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

Ms W complains about a car supplied to her under a hire purchase agreement. Entering into consumer credit contracts such as this is a regulated activity, so I'm satisfied I can consider Ms W's complaint about Black Horse.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – Black Horse here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. It's important to point out in this case that the CRA specifically explains that the durability of goods can be considered part of whether they are unsatisfactory quality or not.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note here that the car Ms W acquired was brand-new and I think a reasonable person would expect it to be in excellent condition, with no faults or issues. And I think they would expect trouble free motoring for a significant period.

What I need to consider is whether the car was of satisfactory quality when it was supplied. And in order to do that, I first need to consider whether the car developed a fault.

#### Had the car developed a fault?

I have focussed my findings on the issues which are still in dispute, as my understanding is that those in relation to the cruise control function and the high voltage coolant heater have now been resolved, with no recurring issues. However, it is worth pointing out that I do think there were faults to these parts of the car, considering remedial work was required to resolve the problems faced. And so, I have still considered these issues in my decision overall.

Ms W thought there was an issue with the car's battery and that it wasn't performing as expected, as the mileage she could achieve from electric driving alone was significantly less than expected and worsened over time. Ms W said she raised the issue as early as September 2022 and I have seen an email that Ms W received confirming that the car's battery would be replaced.

On the other hand, Black Horse strongly believe there wasn't a fault with the car. Among other things, they relied on a job sheet for the car from June 2025, where a technician who inspected it couldn't find a fault with it during their tests. Black Horse say the battery was only replaced as a gesture of goodwill.

While I appreciate Black Horse's comments here, I don't think there would have been a need to replace the battery had there not been an issue with it in the first place. While a fault couldn't be identified, I don't think this meant there wasn't a fault with the car, but rather one couldn't be diagnosed. And I think it is likely the battery was replaced to resolve any fault or issue the car had.

So, considering the above, I think it is likely there was a fault with the car, and specifically to the battery.

#### Was the car of satisfactory quality at the point of supply?

Given the car was brand-new when it was supplied to Ms W, I'm satisfied the car wasn't durable. I wouldn't expect there to be a need to repair items in relation to the cruise control, high voltage coolant heater, and the car's battery so early in the car's lifetime. And so, I'm satisfied a reasonable person would not consider it to have been of satisfactory quality when it was supplied to Ms W.

#### Remedies under the CRA

I've gone on to think carefully about the remedies available to Ms W under the CRA. And one of those options is a right to repair. However, from my understanding, the battery has now been replaced and so I don't need to make this direction.

#### Impaired Usage

Early on since Ms W was supplied the car, she has complained about issues in relation to the battery's range and charging it. Only towards the end of the term of the agreement, had the issue been resolved by replacing the car's battery. The issue with the battery meant that it didn't perform as Ms W had expected during most of the time the agreement was active.

Considering things here, I think it would be fair and reasonable for Black Horse to reimburse Ms W 5% of all monthly repayments that were made during the time the agreement was active.

#### Distress and inconvenience

I'm mindful of the impact this complaint has had on Ms W. Ms W has explained in length the several times she has had to contact the dealership to have matters with the car resolved. This has meant visiting the dealership many times, only to be told on occasions that no fault could be diagnosed with the car, even though I'm satisfied it was clear there was an issue.

Considering the above, I think it would be fair and reasonable that Black Horse pay Ms W £500 for the distress and inconvenience this complaint has caused her.

#### **My final decision**

For the reasons I've explained, I uphold this complaint and I instruct Black Horse Limited trading as Land Rover Financial Services to put things right by doing the following:

- Reimburse Ms W 5% of all monthly repayments made towards the agreement to reflect her impaired usage. \*
- Pay Ms W £500 to reflect the distress and inconvenience caused by this complaint.

\* These amounts should have 8% simple yearly interest added from the time of payment to the time of reimbursement. If Black Horse considers that it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Ms W how much it's taken off. It should also give Ms W a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue and Customs if appropriate.

If Black Horse has already given compensation in relation to this specific complaint, the final amount should be less the amount already given.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 9 February 2026.

Ronesh Amin  
**Ombudsman**