

The complaint

Mr B complains that the car he acquired through Black Horse Limited (“BHL”) wasn’t of satisfactory quality. He says it’s spent more time in the garage than with him and it’s caused his family stress. He wants to reject the car and have his deposit refunded.

What happened

Mr B acquired a used car in February 2024 with a hire purchase agreement. The cash price of the car was £21,072.98, and after taking account of the advance payment, the total credit provided was £19,400. The credit agreement was set up over a term of 48 months, with monthly rentals of £375.73, so that were the agreement to run to term, the total repayable, including the balloon payment, would be £24,458.29. At the time of acquisition, the car had been driven nearly 40,000 miles and was just over 3 years old.

Mr B says the car that he was supplied with wasn’t of satisfactory quality – he says the car is not fit for purpose, and a car that has required nine separate visits to the garage in around 18 months cannot be described as being of satisfactory quality or durable.

Mr B told us:

- From the first day he’s had problems with the car, and he had to ask the supplying dealership to put several things right;
- he’s had issues with the brakes; disc pads, rotors; callipers; and noises needing investigating - he’s been understanding and accepted these problems and the need to have them repaired;
- in September the driveshaft failed whilst driving on the motorway, even though it had been repaired only a few months earlier. The failure of this critical component on two occasions demonstrates that the car is fundamentally defective and dangerous;
- there’s a current issue with the air-conditioning, and a noise which BHL won’t deal with; it says it’s normal wear and tear;
- he’s paid every month for this car, and it just brings trouble. It’s not fit for purpose;
- the problems have caused family stress and anxiety.

BHL said that the issues with the car that Mr B complained of in 2024 were completed under warranty and at no cost to Mr B. It also said the issue with the driveshaft had been a clear and obvious fault when it was investigated in June 2024, but it had been successfully repaired and there’d been no re-occurrence of any problem with it. BHL said the supplying dealership covered some of the costs, and BHL made a payment to Mr B of just over £300, which also included £100 compensation for his distress and inconvenience.

In September 2025, BHL responded to Mr B’s most recent complaint – about the air-conditioning and the noise – and it said it would not uphold this. BHL said it had seen no evidence that the things complained of were present or developing at the point the car was supplied, so it had seen nothing to support the position that the car was not of satisfactory quality at the point of sale.

BHL said the supplying dealership had advised that the issue with the air conditioning had arisen more than a year after Mr B acquired the car. The matter had also already been resolved – it simply needed servicing. BHL acknowledged that there was a slight intermittent squeak, but said the supplying dealership had inspected the relevant components and found no faults or failures.

BHL said that although the car had been in and out of the garage on a number of occasions, Mr B had been kept mobile; he had been provided with a courtesy car on each occasion.

BHL concluded that the car had been driven more than 12,500 miles by Mr B in the 18 months he'd had it, and there was simply no evidence that the current issues were present or developing at the point of supply – they were simply wear and tear items that were commensurate with regular usage. It said the car couldn't have been driven more than 12,500 miles if it had not been of satisfactory quality when supplied. But it did offer Mr B a further £200 for the inconvenience he'd experienced.

Mr B rejected this offer and brought his complaint to our Service. He said BHL had failed to appropriately recognise the faults with the car and the seriousness of the matter, and he wants to reject the car and be compensated for the time he's lost.

Our investigator looked at this complaint and said he didn't think it should be upheld. He explained that in this particular case, on the basis of Mr B's complaint, his role wasn't to determine whether there was or wasn't a fault with the car, but instead, whether or not BHL had made a fair and reasonable decision on the basis of the evidence it had.

Our Investigator explained the relevance of the Consumer Rights Act 2015 ("CRA") in the circumstances of this complaint. He explained that he'd seen no evidence that the repairs that were carried out had subsequently failed, and he'd also seen no evidence that the latest faults Mr B complained of were present or developing at the point the car was supplied. And without evidence to support either of these points, he couldn't ask BHL to do anything more.

Mr B disagrees so the complaint comes to me to decide, and he sent in some evidence from his garage of the existence of the squeak on the "*driver's side rear area*". He says despite the history of previous faults and repairs, he's now dealing with a fault that presents as a persistent noise, and he wants to see BHL held accountable.

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.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr B is a regulated consumer credit agreement this service is able to consider complaints relating to it. BHL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

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. This says under a contract to supply goods, the supplier – BHL in this case – had a responsibility to make sure the goods were of 'satisfactory quality'. So, what I need to consider in this case is whether the car supplied to Mr B was of satisfactory quality or not.

Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. In this case, I would consider relevant factors to include, amongst others, the car's age, price, description and mileage.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless BHL can show otherwise. But, if the fault is identified after the first six months, then it's for Mr B to show the fault was present when he first acquired the car. So, if I thought the car was faulty when Mr B took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask BHL to put this right.

And, having considered things most carefully, I don't think this complaint should be upheld. I say this because based on what I've seen and read, there simply isn't enough evidence for me to conclude that the car supplied to Mr B was of unsatisfactory quality. I'll explain why.

I'm satisfied that Mr B raised issues with the supplying dealership very soon after he acquired the car. But I also understand that these were repaired at that time. And I've simply seen nothing about Mr B's current complaint that suggests the latest issues with the car are a result of failed previous repairs.

Mr B says the current issue with the car is a persistent noise. And that's supported by the evidence he's supplied from his garage. The garage reported a "*squeak under load coming from the driver's side rear area*". But an intermittent squeak isn't necessarily a fault – it's an indication that something *may* be wrong and that further investigation is needed. And that's exactly what Mr B's own garage went on to say. Their message to him said: "*this issue has been submitted online to the warranty company and is currently pending review*".

This is because a squeak could arise for a number of very different reasons. For example, it could simply be alerting the driver to the need to service or carry out some maintenance on this part of the car; it could be triggered by road or weather conditions or Mr B's driving style; or it could be an indication a component has failed. But the cause of the squeak and the existence of a fault can only be ascertained through an inspection and diagnostics.

In order to uphold this complaint, I would have needed to have seen evidence that there's a fault; evidence that explains the cause of the fault; and evidence that the fault was *either* present or developing at the point the car was supplied, *or* that the fault was a result of previous failed repairs that were undertaken because the car was not of satisfactory quality. But I've seen nothing that supports this position.

I could also have been persuaded to uphold this complaint if the evidence suggested that the fault meant the car was not sufficiently durable. But again, I've seen nothing to support this position.

So, based on the evidence currently available, I'm not able to conclude that there's a current fault with the car, and that it was present or developing at the point of sale; and accordingly, I'm unable to say that the car supplied was of unsatisfactory quality when Mr B acquired it.

I understand Mr B's frustration with the situation and the worry that the squeak must be causing him. But I hope he understands why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 January 2026.

Andrew Macnamara
Ombudsman