

## **The complaint**

Mrs H complains that Black Horse Limited (Black Horse) were unreasonable not to support her claim a car she was financing with them was of unsatisfactory quality. She also says they failed to assist her once the car became unusable.

## **What happened**

The detailed background to this complaint is well known to both parties. So, I'll only provide a brief overview of some of the key events here.

In August 2024 Mrs H took receipt of a used car. She funded the deal through a hire purchase agreement with Black Horse.

In September 2025, around 13 months later and after she had completed about 10,000 additional miles, the car developed issues with the clutch and brakes. Mrs H believed the issues to be premature and indicative of a manufacturing default. She contacted Black Horse seeking support while the car was off the road, as she relied on it for work.

Black Horse explained that because the concerns were raised more than six months after supply, Mrs H would need to provide independent mechanical evidence to demonstrate the faults were present or developing when the car was supplied to her.

The car was subsequently repaired by the manufacturer at no cost to Mrs H. They offered her £150 as a gesture of goodwill. When Mrs H referred her complaint to this service our investigator didn't think Black Horse had done anything wrong.

Mrs H remained dissatisfied. She maintained that Black Horse failed to provide reasonable support and engagement while the vehicle was unusable, which she said caused financial loss and distress. Mrs H asked for a final decision by an ombudsman.

## **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.

I agree with the investigator's view of this complaint, for broadly the same reasons.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I've carefully considered everything the parties have said. I don't doubt this was a very stressful period for Mrs H particularly given that she relied upon the vehicle for work and

because of the additional personal circumstances she has described. However, having looked at the evidence, I don't find that Black Horse acted unfairly or unreasonably.

### ***Liability for the fault***

The car was supplied to Mrs H in August 2024, and the clutch and brake issues arose in September 2025, more than 12 months later and after around 10,000 additional miles.

Under the Consumer Rights Act 2015, once the first six months after supply have passed, the burden shifts to the consumer to show that the fault was present or developing at the point of sale. Black Horse explained that they would consider the matter further if independent mechanical evidence was provided to demonstrate that the faults were due to an inherent manufacturing defect. I don't consider that to be an unreasonable position.

I appreciate that the manufacturer ultimately repaired the vehicle at no cost. But a repair being carried out under warranty or as a goodwill gesture does not automatically establish that there was a legally actionable manufacturing defect present at the time of supply. I haven't seen any independent technical evidence confirming the faults were inherent when the car was sold.

In those circumstances, I'm not persuaded the Black Horse were responsible for the repair costs.

### ***The issue of support***

Mrs H explained that the complaint is not that Black Horse caused the defects, but that they failed to support or assist her once the vehicle became unusable.

I've considered that point carefully. However, the role of a finance provider under a hire purchase agreement is to consider liability where there is evidence of a breach of contract by the supplying dealer. It is not under the general obligation to manage or escalate warranty claims with the manufacturer on a customer's behalf.

From what I've seen, Black Horse explained their position and set out what evidence would be required for them to reconsider. I haven't seen evidence that they misled Mrs H about her rights or refused to look at further information. While I understand Mrs H would have preferred more proactive engagement, I'm not satisfied that their response fell below the standard of reasonableness required.

### ***Distress and inconvenience***

I recognise the significant impact this situation has had on Mrs H, particularly as she is self-employed and relies on the vehicle for work. I also appreciate the distress caused by the personal circumstances she's described during the period the car was off the road.

However, for me to award compensation for distress and inconvenience, I would need to find Black Horse acted unfairly or unreasonably. For the reasons set out above, I don't think that has been established.

I note that the manufacturer offered a goodwill payment following the repair. That appears to have been intended to recognise the inconvenience experienced. While that's a matter for Mrs H whether she accepts that or not I don't consider it appropriate to require Black Horse to pay additional compensation.

Taking everything into account, I don't find Black Horse acted unfairly or unreasonably in the

circumstances. As a result, I don't require them to do anything further to resolve this complaint.

**My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 20 March 2026.

Phillip McMahon  
**Ombudsman**