

## **The complaint**

Miss T complains about a car supplied to her using a hire purchase agreement taken out with Black Horse Limited (“Black Horse”).

## **What happened**

In August 2024, Miss T acquired a used car using a hire purchase agreement with Black Horse. The car was nearly three years old, the cash price of the car recorded on the agreement was £11,867, the agreement was for 60 months, made up of regular, monthly repayments of £306.62. The deposit payment recorded on the agreement was £107.01. The mileage recorded on the agreement for the car was 63,497 miles.

Miss T said that the car had an oil pressure fault in May 2024, which wasn’t disclosed to her prior to being supplied the car.

Miss T also said that a warranty that was sold when she acquired the car wasn’t valid as claims for wear and tear items could only be made up to 60,000 miles. As Miss T’s car had been sold with a mileage of 63,497 miles, she thought the warranty was invalid.

Miss T also said that she experienced several issues with the car, such as coolant pipe leaks and the engine overheating.

Miss T said her warranty company initially rejected a claim she made for repairs but later agreed to partially contribute to some of the costs involved. As Miss T was left out of pocket for repairs, in July 2025, she complained to Black Horse about the issues she experienced with the car.

Black Horse issued their final response to Miss T in August 2025, where they explained that they didn’t uphold her complaint. They said they didn’t think issues with the car were present or developing at the point of supply. And so didn’t think they needed to do anything further.

Unhappy with Black Horse’s response, Miss T referred her complaint to our service.

Our investigator issued their view in November 2025 where he concluded that Black Horse didn’t need to do anything to put things right. In summary, he explained that he didn’t think any faults with the car were present or developing at the point of supply and he didn’t think the oil pressure fault from May 2024 was linked to the issues she later experienced when the car was in her possession. The investigator also said that Miss T had been able to make a partial claim on her warranty cover, and so thought it was valid.

As Miss T 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 not 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.

Miss T 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 Miss T'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.

I would consider relevant factors here, amongst others, to include the car's age, price, mileage and description. So, it's important to note that the car Miss T acquired was used, around three years old, had been driven around 63,500 miles and cost around £11,870. I think a reasonable person would accept that it would not be in the same condition as a new car and was likely to have some parts that are worn.

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 don't think it is in dispute in this instance that the car had a fault. I say this because Miss T had to make a claim under her warranty company and from an estimate quote I have seen from July 2025, where the car's mileage is recorded as 69,414 miles, a note was made to say that the coolant pipes and heater matrix needed to be replaced. So, I'm satisfied the car had a fault with its coolant pipes and heater matrix in July 2025.

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

I now need to consider whether the faults with the car were present or developing at the point of supply.

I'm mindful of a few things here. Firstly, the failure to the coolant pipes and heater matrix occurred in July 2025, nearly a year after the point of supply, and after the car had been driven a further 5,917 miles. Secondly, I'm also mindful that no evidence has been supplied to suggest that the fault with the car was present or developing at the point of supply. I think, had the fault had been present or developing at the point of supply, it would have presented itself much sooner than it had done, before more than 5,900 miles could be driven in the car.

Our service has been supplied a job sheet from May 2024, which was from before Miss T acquired the car. The job sheet was for a service carried out when the car's mileage was 56,880. The job sheet explains that an investigation was carried out due to a fault relating to oil pressure. The job sheet went on to say that the car's engine oil was changed, the fault

code erased, and for the previous owner of the car to monitor the issue to check if it returned.

There is no indication that the issue the previous owner experienced was still present in the car, given it was several months, and several thousands of miles before Miss T acquired it. I think had it been, then it would have been apparent to Miss T soon after she acquired the car. And there's nothing I've seen that indicates the issue the previous owner experienced in May 2024 was linked to the fault that Miss T experienced in July 2025.

In the circumstances, I'm satisfied that the car was supplied to Miss T of satisfactory quality.

#### The car's warranty cover

Miss T has complained that the warranty service she took out shouldn't have been sold to her, due to the terms of the warranty cover and the mileage the car had covered already by the time it was supplied to her. While I appreciate Miss T's comments here, I'm mindful that she has managed to make a claim on her cover. Albeit, unfortunately for her, it wasn't to cover the full costs of the repairs that were required.

I'm mindful that from what I have seen, there isn't anything that has been provided to suggest the cover was miss sold or that a misrepresentation was made in relation to the warranty cover. If Miss T remains unhappy with the claim made, I suggest she gets in contact directly with the warranty provider.

#### **My final decision**

For the reasons I've explained, I don't uphold this complaint. So, I don't require Black Horse Limited to do anything more here.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 5 February 2026.

Ronesh Amin  
**Ombudsman**