

## The complaint

Miss R complains about a car supplied under a hire purchase agreement, provided by Black Horse Limited ('BHL').

## What happened

Around December 2024 Miss R acquired a used car under a hire purchase agreement with BHL. The car is listed with a cash price of £12,299. Miss R paid no deposit. The car was just under four years old and had covered around 40,399 miles.

Unfortunately, Miss R says the car developed an issue. She said when driving on 22 April 2025, a check oil level warning light came on. She explained she checked the oil level, and it was fine. Miss R said a breakdown company attended and the car was restarted, at which point the light went off.

Miss R said she contacted the dealer, who initially said it would charge her for a diagnostic. Later in May 2025 a diagnostic was completed without charge. The dealer couldn't replicate the fault, but it noted various fault codes, two which were in relation to oil levels. Miss R said the dealer explained it didn't know if these were historic and so it wanted to clear the codes and retest.

Miss R said she wasn't happy for this to be done and asked to reject the car. She complained to BHL.

BHL issued a final response to the complaint in June 2025. This said, in summary, that there was no evidence of a fault with the car.

Miss R remained unhappy with this and referred the complaint to our service. She said she had missed shifts from work, suffered emotional distress and anxiety and had spent significant time trying to resolve the issue.

Our investigator then issued a view and didn't uphold the complaint. In summary, he said he didn't think historic fault codes were enough to show a current issue with the car. He explained Miss R may want to have the fault codes cleared to allow further investigation.

Miss R disagreed. In summary, she said she shouldn't be required under law to show a current fault. She said she hadn't had use of a courtesy car. She said the dealer had refused to provide "*freeze-frame data*". She said an intermittent oil level warning is a "*safety-critical concern*". And Miss R said she had a right to reject the car.

Our investigator explained this didn't change their opinion.

Miss R then said her partner went to collect the car from the dealer and was told it wasn't safe to operate without further diagnostics. She said this showed the car had a fault and didn't take it back.

BHL commented on this and explained because Miss R didn't allow the fault codes to be

cleared, the dealer couldn't investigate things further. It said it would support Miss R if she agreed for the fault codes to be cleared and the car looked at again.

BHL then agreed to cover the cost of the car being transported to a manufacturer's garage and for a further diagnostic. This was arranged.

The garage then emailed our service and said, in summary, that no faults with oil pressure or levels could be found. However, it said the battery needed to be replaced and an MOT test carried out for it to do a road test. Later the garage said oil-related fault codes were stored, but it didn't know if these were current or historic, or if they were related to the battery issue.

BHL then agreed to cover the cost of the battery replacement and an additional diagnostic.

The manufacturer's garage then emailed again and explained following the battery replacement and a road test that no fault could be found with the car.

Miss R said, in summary, that she still believed the car had a fault with it.

Our investigator then issued another view and explained that there was no evidence the car currently had any faults.

Miss R disagreed. She said she thought compensation should be paid for the distress and inconvenience caused by how BHL handled the situation.

As Miss R remained unhappy, the complaint has been 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 do not think this complaint should be upheld. I'll explain why.

I'd like to explain to both parties that I might not comment on every point raised or every single piece of evidence. In this case, Miss R has written at some length about the issue. I want to reassure Miss R and BHL that I've carefully considered all of the available information. But, I'm going to focus my decision on what I consider to be the key facts and the crux of the complaint. This reflects the informal nature of our service.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – BHL here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the car's age, price, mileage and description. The CRA also sets out that the durability of goods can be considered as part of satisfactory quality.

In this case I'll consider that the car was used, around four years old and had covered around 40,500 miles. This means I think a reasonable person would not have the same expectations as for a newer, less road worn model. But I still think they would expect it to be in reasonable condition, be free from anything other than relatively minor faults and would expect trouble free motoring for a time.

Firstly, I don't doubt Miss R's version of events that took place. I'm satisfied the car showed a warning to top up the oil in April 2025. I'm also satisfied this disappeared once the levels were checked and the car restarted.

So, I've considered whether there is any evidence this showed an underlying issue with the car, or whether there were any faults following this taking place.

I've seen a diagnostic from 19 May 2025 where the mileage was recorded as 43,303. This had various fault codes stored, including "oil level information fault – level too low" "Oil level fault – fault in measurement".

I've thought about this, but I've noted it's unknown if these were historic or not. Fault codes mean that the car is recording a *potential* issue. They can be useful, when combined with other evidence, to show what a fault may be. But fault codes in isolation, without anything else to consider, are very limited to what they can show here.

I've then considered what happened when the car was inspected at the manufacturer's garage. I've seen an email from this garage from 19 December 2025:

*"We have also investigated the oil pressure concern. At present, the oil level is correct, and there are no oil pressure warning lights illuminated on the dashboard. We have only been able to road test the vehicle on site, and aside from the low battery-related faults, we have not been able to replicate or identify any oil pressure faults at this time."*

A further email from 22 December 2025 explained:

*"At the moment, all of the oil-related fault codes are stored in the vehicle. However, we cannot confirm whether these are active faults or historic codes. They may have been resolved previously by topping up the oil level but were not cleared, or they could be linked to the battery fault."*

*Currently, the oil level on the dipstick is correct.*

*The next step will be to replace the battery, carry out the MOT, and then reset all fault codes. After this, we will road test the vehicle and monitor the live data while it is running to check whether any oil-related faults reoccur."*

And a further email from 2 January 2026 said:

*"We have carried out a battery replacement followed by an MOT. All low-voltage fault codes have now cleared."*

*The engine has passed the emissions test, and there are currently no fault codes stored in the system. Oil pressure and oil levels were checked and found to be within specification.*

*The vehicle was then road-tested for approximately 20 miles with the diagnostic equipment connected, during which no faults were detected. After the road test, a further diagnostic scan was completed, again showing no fault codes present.*

*A final inspection confirmed there is no oil loss, no leaks, and the oil level remains correct.*

*At this stage, we are unable to identify any faults with the vehicle."*

Thinking about all of this, I've not seen enough to persuade me the car has any underlying faults with it.

I think it's quite possible, if not likely, that the warning message appears to have been shown in error. I say this due to the history of what happened, along with the presence of the fault code "*Oil level fault – fault in measurement*".

But, in summary, I do not find, especially considering the age and mileage of the car, that an incorrect warning light displaying, once, would mean this car was of unsatisfactory quality. It follows that I find the car was of satisfactory quality when supplied.

I've thought about what Miss R said about the dealer saying the car wasn't safe to drive until further diagnostics had been carried out. But I'm satisfied this doesn't show a fault, only that it hadn't been able to fully investigate things. So, this doesn't change my opinion.

I want to again reassure Miss R that I've carefully considered everything else she said, including about how BHL handled things. But I do not think this complaint should be upheld, I do not think BHL needs to pay any compensation, and I find it needs to take no further action.

### **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 Miss R to accept or reject my decision before 20 February 2026.

John Bower  
**Ombudsman**