

The complaint

Mr T complains that a car acquired under a hire purchase agreement with Black Horse Limited (“BHL”) wasn’t of satisfactory quality when it was supplied to him.

What happened

Both parties are familiar with the background of this complaint so I will only summarise what happened briefly here.

In July 2024, Mr T entered into an agreement to acquire a used car from a dealership (C). He paid a deposit of £1,500, with the purchase balance being provided by BHL under a hire purchase agreement. Mr T bought a warranty package at the same time. The car was over four years old and had covered approximately 79,650 miles when the agreement started. The agreement was for 60 months, with 60 monthly repayments of £182.70. The cash price of the car was £8,851.

Mr T has said that the car developed faults in March 2025 and had to be recovered from the roadside as the diesel particulate filter (DPF) was blocked. Mr T hasn’t provided any evidence of this recovery to our service.

Mr T then experienced more problems with the car in April 2025, and it was booked in with C in May 2025. The mileage of the car at this time was approximately 85,500. C arranged for the DPF, turbo and turbo injectors to be replaced under warranty. However, shortly after taking the car back Mr T said the same issues occurred. He returned the car to C, who resealed the DPF and cleared the engine management light fault.

Mr T said the same issues continued, and he complained to BHL in June 2025. He told them he wanted to reject the car. BHL said that C had mentioned Mr T had travelled abroad with the car, and it underwent a remap at some point, which they felt had contributed to the DPF failure. However, BHL also said Mr T hadn’t supplied any evidence to show the faults would have been present or developing at the point of supply, so they wouldn’t support rejection of the car.

Mr T brought his complaint to our service. While our investigator was considering things, Mr T provided a report from a third-party garage, dated in November 2025. This report said the turbo had excessive play and was causing the DPF to become clogged. The garage said that it felt this had been an underlying issue for a while – and Mr T felt this supported his argument that the car had been faulty from supply. Our investigator didn’t agree and didn’t uphold Mr T’s complaint. She said she was satisfied Mr T hadn’t travelled abroad with the car or had it remapped – but she said the evidence provided didn’t confirm the faults would have been present or developing at the point of supply.

Mr T didn’t accept this. He felt his evidence supported his argument.

As Mr T didn’t agree, 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.

When considering what is fair and reasonable, I'm required to take into account: relevant law and regulations, relevant regulatory rules, guidance and standards and codes of practice.

Both parties have provided a lot of information here. I'd like to reassure them that I've read and considered everything that's been sent, although I haven't commented on it all within this decision. I will be focussing on what I consider to be the key points of this complaint. This is not intended as a discourtesy but reflects the informal nature of this service in resolving disputes.

To begin, I'd like to let Mr T know that I'm more persuaded that his evidence shows the car didn't travel abroad with him, and I haven't seen any evidence from BHL to suggest the car underwent a remapping at any point. It follows that the allegation from BHL hasn't been considered by me when reaching my decision. I've only considered the evidence provided in reaching this decision.

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

The Consumer Rights Act 2015 (CRA) also covers agreements like the one Mr T entered. Because BHL supplied the car under a hire purchase agreement, there's an implied term that it is of satisfactory quality at the point of supply. Cars are of satisfactory quality if they are of a standard that a reasonable person would find acceptable, taking into account factors such as, amongst other things, the age and mileage of the car and the price paid.

The CRA also says that the quality of goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects and safety can be aspects of the quality of the goods.

Satisfactory quality also covers durability. For cars, this means the components must last a reasonable amount of time. Of course, durability will depend on various factors. In Mr T's case, the car was used and had covered approximately 79,650 miles when he acquired it. Having said that, the car's condition should have met the standard a reasonable person would consider satisfactory, given its age, mileage, and price.

Our investigator has explained that she's satisfied the car was of satisfactory quality when it was supplied to Mr T. Or rather, he hasn't provided any evidence to show the faults were present or developing at the point of supply. I agree in this case. I'm not persuaded the evidence provided by Mr T confirms the car had faults that were present or developing at the point of supply. I'll explain why.

The CRA explains that where goods are found not to have conformed to the contract within the first six months, it is presumed the goods did not conform to the contract at the point of supply. Unless the supplier, BHL in this case, can prove otherwise. Mr T brought the problems with the car to BHL's attention in June 2025, eleven months after being supplied with it. So, it was for him to show any faults would have been present or developing at the point of supply.

Typically, this would be in the form of an independent inspection report, confirming the faults and when they had occurred. However, Mr T has only supplied a report from a third-party

garage, dated November 2025, which confirms there's been a fault with the turbo, and it has excessive play which is causing the DPF to get clogged up. While the report says that, from the garage's perspective this is an underlying issue and the turbo has been wearing down for a while, it doesn't provide any evidence to suggest when the fault might have occurred. This report was produced five months after the car had been into C for the initial repairs, so it had already been some time since those repairs, and the report was produced approximately 17 months after Mr T acquired the car. Whilst I know Mr T thinks this is sufficient evidence to show the car was faulty from supply, I don't agree that it is. It's inconclusive as to when any faults would have occurred, and it was produced after repairs had already taken place. I also have to consider the car passed an MOT in January 2025, six months after Mr T acquired the car, with mileage at approximately 84,900. No advisories were noted. If the third-party garage's assertion is that the turbo has been developing a problem over a long period of time, and leading to the DPF clogging up, it's reasonable to expect that to have been noticed during the MOT process in January 2025 and/or that other symptoms or warning lights would have been reported.

It's possible that the faults identified by the third-party garage in November 2025 are as a result of failed repairs completed by C in May 2025. But, that would only be relevant if I was satisfied those repairs were needed because the car hadn't been of satisfactory quality when it had been supplied to Mr T. In this case I'm not persuaded that is why the repairs were needed, so I'm not considering that within my decision. I'm only deciding if the faults with the car were present or developing at the point of supply, as that is what BHL are liable for as the supplier of the car – and I'm not persuaded the evidence in this case confirms that they were. So, I'm not persuaded this report and the previous repairs needed confirm the turbo and DPF problems were present or developing when the car was supplied to Mr T, therefore making the car of unsatisfactory quality.

As mentioned previously, the car Mr T acquired was over four years old and had covered approximately 79,650 miles when it was supplied to him. It's fair to say the car was far from new. This means that the standard a reasonable person might expect from it would be lower than for a car that had covered fewer miles. Acquiring a used car carries some inherent risks, not least of which is that sooner or later items, or components, will need repair or replacement.

Mr T had had the car for nine months and the car had covered approximately 85,500 miles when the initial repairs were completed by C in May 2025. Mr T had travelled approximately 6,000 miles in the car whilst it had been in his possession. As previously stated, I'm satisfied that a reasonable person would expect to have to repair or replace some items on a used car sooner than they would on a new one. In Mr T's case it seems the requirement to replace the parts found to be faulty has come sooner than he was expecting, but I'm not persuaded that means the car wasn't of satisfactory quality when it was supplied to him. I'm more persuaded that the initial work needed to repair the car needed doing as a result of wear and tear.

I know this decision will come as a disappointment to Mr T, and he has a car that has required significant work at cost to be carried out to make it roadworthy. But I can only conclude BHL are responsible for that if I am persuaded the evidence shows the faults were present or developing when the car was supplied to Mr T. I'm not persuaded that the evidence in this case supports that, so I won't be asking BHL to do anything further here.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or

reject my decision before 5 May 2026.

Kevin Parmenter
Ombudsman