

## **The complaint**

Mrs P complains that Black Horse Limited trading as Land Rover Financial Services (“Black Horse”) supplied her with a car that wasn’t of satisfactory quality under a hire purchase agreement.

## **What happened**

In May 2023, Mrs P acquired a used car with a hire purchase agreement provided by Black Horse. The car was around five years old and had travelled around 68,000 miles. The cash price of the car was £48,425.01. Mrs P paid a cash deposit of £974.67, and the remainder was to be financed by the hire purchase agreement. She was required to pay 45 monthly repayments of £830.81, followed by a final optional payment of £24,674 if she wanted to take ownership of the car.

In December 2024, Mrs P complained to Black Horse to say that the car wasn’t of satisfactory quality. She said the car had experienced a number of faults since it had been in her possession including: needing a new battery, DPF replacement, fluid leaks, issues with brake pads, discs, suspension and several other mechanical faults.

Black Horse didn’t think there was evidence to demonstrate that the car wasn’t of satisfactory quality when it was supplied.

Our investigator didn’t recommend the complaint be upheld. They were persuaded that the issues with the car were down to normal in service wear and tear and that there wasn’t persuasive evidence to demonstrate the car was of unsatisfactory quality when it was supplied.

Mrs P didn’t agree, so the complaint has been passed to me for a decision.

## **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.

Mrs P acquired the car under a hire purchase agreement and our service is able to consider complaints relating to these sorts of regulated consumer credit agreements. The Consumer Rights Act 2015 (“CRA”) covers agreements like the one Mrs P entered into. The CRA implies terms into the agreement that the goods that are supplied are of satisfactory quality. Black Horse is the “trader” for the purposes of the CRA and is responsible for dealing with a complaint about the quality of the car that was supplied.

The CRA says that the quality of the goods is satisfactory if they meet the standard a reasonable person would consider satisfactory – taking into account the description of the goods, the price and all other relevant circumstances. I think the other relevant circumstances here include the age and mileage of the car at the point of supply.

In this case, the car supplied was used, around five years old and had covered around

68,000 miles when Mrs P took possession of it. It had a cash price of £48,425.01. The cash price, while fairly high, was considerably lower than if the car had been brand new. What would be considered satisfactory would therefore be different compared to if the car had been brand new when it was supplied.

It isn't in dispute that the car has had several issues which have required repair and that Mrs P has needed to pay for these. However, just because the car has required repairs it doesn't automatically mean it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts, which will inevitably wear with age and use. Different components will have differing lifespans and some will require replacement relatively regularly as part of ongoing maintenance and servicing. Other components may also fail if the car is not maintained appropriately in order to keep the parts in good working condition. Further, I understand that when Mrs P first complained to Black Horse about the issues with the car, she had travelled around 10,000 miles and it had been around 18 months since she acquired the car. With this context in mind, I've not seen anything to persuade me that the car wasn't of satisfactory quality when it was supplied to Mrs P.

I've noted Mrs P's concern that the battery needed replacing within a matter of days of her taking possession of the car. However, she appears to have accepted a replacement battery as remedy for that issue, so it appears to have been resolved. Just because the battery required replacement at that time does not mean she now has the right to reject the car, unless it can be shown that the further issues she's experienced made the car of unsatisfactory quality when it was supplied.

Mrs P has provided a report from a garage she took the car to for inspection in September 2025. In summary, this report found the following issues to be normal age related wear and tear: exhaust system, front suspension, front brake discs and pads and right-hand front ball joint, engine mounts, steering linkage, battery, power steering, rear brake lines, EGR valve and intake deposits, auxiliary drive belt and tensioner. In other words, the inspector was of the view these issues were normal and to be expected for a car of this age and mileage. Based on this, I've not seen any reason to conclude these issues made the car of unsatisfactory quality when it was supplied.

The remaining issues listed on the inspection related to: transfer box, coolant leak, engine oil leak, electrical connector corrosion and air suspension compressor. The inspector's overall conclusions on the condition of the car, taking into account these further issues are somewhat contradictory.

They said that many of the issues are "*consistent with progressive material fatigue that develops gradually over extended mileage and time*" and "*the cumulative mechanical findings indicate that the vehicle's condition at inspection is consistent with extended service wear rather than defects arising only after purchase*". This suggests the inspector was of the view these issues would all be reasonably expected of a car of this age, mileage and condition.

The report also says: "*When compared with the condition reasonably expected of a [this make and model of car] of similar age and mileage in satisfactory order, the mechanical evidence suggests that the vehicle exhibited multiple pre-existing and developing defects that would have compromised its overall service condition at the time of sale.*" This appears to contradict the inspector's previous findings in the report. I'm therefore unable to place much weight on the contents of the report given it is unclear exactly what the overall finding is on the cause of the various issues and whether or not the car was of satisfactory quality at the point of supply.

I'm also mindful that the inspection took place over two years after Mrs P took possession of the car and in that time the DPF has required replacement on two previous occasions. Black Horse says the garage which completed the DPF replacements found that the cause of those parts failing was due to Mrs P's driving style and that in one case the DPF failure had caused damage to additional components in the car. This means it's possible that some of the issues with the car now have been caused by Mrs P's use of the car and it doesn't appear this has been factored into the inspection report Mrs P has provided.

Given this and how many miles Mrs P has covered in the car (and the level of mileage overall, which is now in excess of 80,000) as well as how long it was between Mrs P taking possession of the car and first reporting issues to Black Horse, I don't think there is persuasive enough evidence to demonstrate that the car was of unsatisfactory quality when it was supplied. It seems it is just as likely that the issues the car is experiencing now are as a result of normal expected wear and tear of a car of this age and mileage and/or have been caused or exacerbated by Mrs P's driving style.

I accept it's possible some of the issues might have been present or developing prior to Mrs P taking possession of the car. However, I have insufficient evidence to persuade me that even if that were the case those issues weren't just normal in-service wear and tear which would be expected for a similar car with similar mileage. I'm therefore not persuaded that the car was of unsatisfactory quality when it was supplied. I realise this will come as a disappointment to Mrs P, but for these reasons, I don't think Black Horse has acted unfairly in not agreeing to provide a repair, replacement or rejection of the car.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 11 March 2026.

Tero Hiltunen  
**Ombudsman**