

## **The complaint**

Mr L complains about the quality of a car he has been financing through an agreement with Black Horse Limited (Black Horse).

## **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.

Mr L entered into a hire purchase agreement with Black Horse in January 2024 to finance a used car. The car was around 9 years old and had already covered approximately 64,790 miles. Mr L says that shortly after collecting the car he noticed it lacked oil. The car was returned to the supplying garage, and some work was carried out. In September 2024 further problems were identified, and Mr L was presented with a list of repairs costing over £2,000 which he was told would not be covered under warranty as they were due to wear and tear. Mr L thought those faults were present or developing when he took receipt of the car and that the car wasn't fit for purpose.

He complained to Black Horse, but they didn't think they were responsible for the faults as they said they were more likely due to wear and tear. Our investigator agreed but as Mr L didn't, his complaint has been referred to me, an ombudsman, to make 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.

I agree with the investigator's view of this complaint and 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.

Mr L acquired his car under a regulated consumer credit agreement. This means our service is able to consider complaints about it. Under the Consumer Rights Act (2015), the car must have been of satisfactory quality when supplied. Given the car was about nine years old and had already covered nearly 65,000 miles, a reasonable person would expect signs of wear and tear. The legislation requires us to assess whether the car's condition at the time of supply met reasonable expectations for a car of that age, mileage, and price. If it didn't then Black Horse, who are also the supplier of the car, are responsible.

The relevant legislation explains that if the fault occurs within the first six months, we are to assume it was present at the point of supply, when Black Horse were responsible for the

car's quality. But here the faults Mr L complains of (that are noted on the vehicle health check dated 20 September 2024 as the offside front track rod end rubber boot being split, the nearside front drop link being worn, a worn auxiliary belt, and the washers being inoperable) were identified after six months. I think the onus was therefore on Mr L to demonstrate that they were likely to be present or developing when the car was supplied to him, and I don't think he's been able to do that, or that it would be fair to suggest that was the case. It seems to me that all of those problems would be expected through normal wear and tear on a car of this age, mileage and price and, in the absence of technical evidence linking those faults back to the point of supply, I'm not able to fairly conclude that the car was of unsatisfactory quality. I've also seen recent photographs of mould in the car, but I think it likely that is a more recent development and not something I could fairly hold Black Horse liable for. It may be that there are other issues with the car, but Mr L hasn't been able to evidence those faults or that they were likely to be present or developing at the inception of this deal.

Overall, I'm not, therefore, persuaded that Black Horse have been unreasonable to reject Mr L's complaint. I'm not asking them to take any action.

### **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 Mr L to accept or reject my decision before 20 May 2026.

Phillip McMahon  
**Ombudsman**