

The complaint

Mr K complains about the quality of a car he has been financing through an agreement with Black Horse Limited, trading as Land Rover Financial Services, who I'll call Black Horse.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 know it will disappoint Mr K, but I think Black Horse have been reasonable here and I'm not asking them to take any further action. I'll explain why.

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 K acquired his car under a hire purchase agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Black Horse, who are also the supplier of the car, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances. And when we think about whether a car has been of satisfactory quality the relevant legislation says we should consider whether the goods have been durable.

In a case like this which involves a car the other relevant circumstances would include things like the age and mileage at the time the car was supplied to Mr K. The car here was brand-new so I don't think a reasonable person would expect it to have any faults.

I don't think there's a dispute over whether this car has been of satisfactory quality. Black Horse have agreed to pay for repairs to the car and have offered Mr K some compensation.

The relevant legislation gives the business one opportunity to repair a fault. If a further fault occurs, that is likely to have been present when the car was supplied, or that means it's likely the car wasn't sufficiently durable, we would expect the business to allow the consumer to reject the car.

But here whilst I understand Mr K's frustration with the vehicle, by the time he complained to Black Horse he'd accepted the repairs to the car and it had been returned to him, and in those circumstances the relevant legislation says he can't then require the business to reject the goods.

I would, however, expect Black Horse to compensate Mr K for the distress and inconvenience he experienced, and to provide some redress as the courtesy cars he was provided with don't appear to have been like for like. I can see they offered to make a payment of £381.75 in respect of those issues and I think that was reasonable in the circumstances, and in line with what this Service would have ordered.

I note that Mr K has explained he's having issues with the doors on the car now. We can't usually consider complaints until the business has had an opportunity to provide its view on them. So, Mr K will need to refer that complaint point to Black Horse in the first instance and they may then wish to consider whether the car can still be considered durable. If Mr K is dissatisfied with Black Horse's response they will give him rights to then refer the complaint to this Service.

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 K to accept or reject my decision before 6 September 2023.

Phillip McMahon
Ombudsman