

## **The complaint**

Miss R complains about the quality of a car she has been financing through an agreement with Black Horse Limited (who I'll call Black Horse), trading as Land Rover Financial Services.

## **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 Miss R, but I don't think Black Horse have been unreasonable 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.

Miss R acquired her 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.

I don't think there's a dispute that this car was supplied in an unsatisfactory condition. I think the dealership accepted that as they agreed to repair the problems Miss R reported to them at no cost to Miss R.

The relevant legislation gives consumers 30 days to reject the goods if they are faulty when supplied. In those circumstances the business aren't given the option to repair the goods. But the relevant legislation also explains that *"A consumer who requires or agrees to the repair of goods cannot require the trader to replace them, or exercise the short-term right to reject, without giving the trader a reasonable time to repair them ..."*.

It's clear here that Miss R did (at least initially) agree to the car being repaired. There were delays in getting it repaired because parts were not available, but I don't think delays were unacceptable. Miss R had use of the car for some of that delay and she didn't attempt to invoke her right to reject until 7 September 2023 when it seems repairs were all but completed. While I can see Miss R was concerned about an engine rattle I've not seen evidence that is a fault that has ever been substantiated, and the repairs that were completed in September appear to have been successful. I've also not seen evidence that the blind spot warning feature is one that should have been provided on this car. In those circumstances and noting the payment Black Horse have made in respect of loss of use and inconvenience, I don't think they need to take any further action.

I understand that Miss R is unhappy with the dealership. She is for instance understandably concerned that the courtesy car she was given did not have an MOT. While it wouldn't be fair to hold Black Horse responsible for those matters Miss R may wish to raise those complaint points directly with the dealership.

### **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 Miss R to accept or reject my decision before 8 April 2024.

Phillip McMahon  
**Ombudsman**