

## **The complaint**

Mr J complains that a car acquired with finance from Black Horse Limited trading as Jaguar Financial Services wasn't of satisfactory quality.

## **What happened**

In September 2019 Mr J was supplied with a car and entered into a personal contract purchase agreement with Black Horse.

In March 2021 Mr J experienced issues with one of the rear seat belts. He found that it was slack and was concerned that it wasn't holding his son's car seat in place safely. Mr J contacted the supplying dealer who inspected the car and found that the seatbelt wasn't in the guide clip. It re-routed the seatbelt and told Mr J the issue was resolved.

Mr J continued to experience issues with the seatbelt. He returned the car to the supplying dealer, but it refused to look at the seatbelt any further. In May 2021 Mr J complained to Black Horse.

Black Horse contacted the supplying dealer. It also looked at the videos provided by Mr J. Having done so, it decided not to uphold the complaint. It said there was no evidence that there was a fault with the seatbelt which was present at the point of supply.

Mr J remained unhappy and complained to this service.

Our investigator upheld the complaint. She was satisfied that there was a fault with the seatbelt and asked Black Horse to arrange an independent inspection. Black Horse didn't contact Mr J about an inspection. The investigator said that based on the evidence provided by Mr J, she didn't think the fault had been successfully repaired and that the car was of unsatisfactory quality. The investigator said that Mr J should be allowed to reject the car.

Black Horse didn't respond to the investigators view so I've been asked to make a final 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.

The Consumer Rights Act 2015 is relevant to this complaint. It says that goods supplied must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. Satisfactory quality includes fitness for purpose, freedom from defects, safety and durability.

Under the Consumer Rights Act 2015, where a fault occurs in the first 6 months, there's a presumption that it was present or developing at the point of supply and it's up to the business to put things right. The business is allowed one attempt at repair. If the repair isn't successful, the consumer can reject the car. After 6 months the burden of proof is reversed.

and it's up to the consumer to show that the car wasn't of satisfactory quality.

An independent inspection can help to determine whether a car is of satisfactory quality. This service asked Black Horse whether it would be willing to arrange an independent inspection. It said it would, but despite this, no inspection was arranged. So, I've reached my decision based on the available information.

I can see that the car was inspected by the supplying dealer in March 2021. The invoice says that the rear offside seatbelt is slack when retracting. It also says that the seatbelt was re-routed in the guide clip to resolve the issue.

I've reviewed the video evidence provided by Mr J which was taken after the repairs were carried out by the supplying dealer. This evidence shows that the seatbelt isn't working properly and that the slackness diagnosed by the supplying dealer is still present.

Based on what I've seen, I'm satisfied that there's a fault with the car. I've thought about whether the car was of satisfactory quality when supplied. Because the car was supplied brand new, I'd expect it to be of a very high standard and free from defects. Mr J has explained that he didn't use the rear seatbelt until 2021, because the child's car seat he was using prior to that had an integral seatbelt. I think this is a plausible explanation as to why Mr J didn't notice the fault sooner.

I don't think a reasonable person would expect to experience a seatbelt fault like this on a brand new car after only 15 months. It seems likely that the car wasn't durable, which is an aspect of satisfactory quality. Taking everything into consideration, I don't think the car was of satisfactory quality. Black Horse must take steps to put things right.

### **Putting things right**

I've already explained why I don't think the car was of satisfactory quality. A repair has already been attempted but I'm persuaded by the video evidence provided by Mr J that the repair wasn't successful. Under the relevant legislation, Mr J should be allowed to reject the car.

Mr J has been able to use the car despite the fault. So, I won't be asking Black Horse to refund any monthly payments.

It's clear that the issues with the seatbelt have impacted on Mr J's enjoyment of the car. It has caused him to worry about his son's safety whilst traveling. He's had the inconvenience of having to return the car to the supplying dealer for repairs which were unsuccessful. I think it's fair to ask Black Horse to compensate Mr J for the distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold the complaint. Black Horse Limited trading as Jaguar Financial Services must:

End the agreement with nothing further to pay

Arrange for the car to be collected at no cost to Mr J

Refund the deposit / part exchange contribution of £6500 plus 8% simple interest from the date of payment to the date of settlement

Pay £150 compensation for distress and inconvenience

Remove any adverse information from Mr J's credit file in relation to the agreement

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 28 March 2022.

Emma Davy  
**Ombudsman**