

## The complaint

Mr F complains about a motorhome supplied under a hire purchase agreement, provided by Black Horse Limited.

## What happened

Around December 2020 Mr F acquired a used motorhome under a hire purchase agreement with Black Horse. The motorhome is listed with a cash price of £58,491 on the agreement, was around nine months old and had covered around 554 miles. Mr F paid a deposit of £25,000.

Unfortunately, Mr F says the motorhome developed issues. He said circular cracks appeared on the front wings. When he looked into this, he believed holes had been made that were intended for the indicators, but these had been filled poorly and the indicators located elsewhere.

Mr F complained to Black Horse around February 2024. He said he thought side view cameras should be put into the holes to resolve the issue.

Black Horse issued its final response in March 2024. This said, in summary, that the holes do not have an impact on the use of the motorhome and don't affect its quality. It said the dealer had agreed to place the 'missing side indicators' where the holes are located. And it said putting in cameras would be putting Mr F in a better position and so this wasn't reasonable.

Mr F remained unhappy and referred the complaint to our service. He said he only noticed the issue in November 2023 when the motorhome had covered around 4,200 miles. He provided photos of the motorhome.

Our investigator issued a view and upheld the complaint. She said, in summary, that she thought the holes were present when Mr F got the motorhome and that this meant it wasn't of satisfactory quality. She said the motorhome already had side indicators, so fitting more wouldn't resolve the issue. She said fitting cameras wasn't reasonable. She said instead, the holes should be repaired and the area resprayed. And she said Black Horse should pay Mr F £100.

Black Horse, after consulting with the supplying dealer, said it accepted the view. The dealer explained it would guarantee any work for a year. And Black Horse offered for an independent inspection to be carried out afterwards to confirm the repairs were satisfactory.

Mr F said cameras needed to be installed in the holes and said he wanted to get the motorhome resprayed at a business of his choice, as he was worried about the finish and wanted a lifetime guarantee. Mr F said if Black Horse didn't agree, he wanted a replacement or a refund of *"the full amount of the vehicle"*.

Mr F also said there were issues with other areas of the paintwork and evidence of a previous repair to the front end.

Mr F later said the only viable way to repair the issue was to install cameras in the holes. Black Horse didn't agree to this. And so Mr F asked for an Ombudsman to review the case.

Mr F then sent in a quote for a repair from a third party body shop I'll refer to as 'P'. This was to "*paint complete front end*" and cost £3,335.94. Our investigator sent this to Black Horse, who said it didn't think that a full respray was necessary and again reiterated that it was willing to arrange a repair.

Mr F then provided a 'vehicle inspection' from the end of September 2024 from another third party I'll refer to as 'J'. This, in summary, set out that two circular areas had been drilled in the front wings and covered up. And it suggested a method of repair.

Mr F later provided a quote from J to repair the holes for £480. This didn't include paintwork.

Black Horse then arranged for an independent inspection to take place at the end of December 2024. It noted the mileage as "*almost 60k*". This, in summary, confirmed the issues with the wings Mr F complained about. But it said it didn't believe the 'discoloration' around the "*A post*" was a result of accident damage. Black Horse then said it would cover the cost of the repair from J.

Mr F commented on the contents of the report and said the motorhome had covered around 6,000 miles, not 60,000.

Black Horse then forwarded an email from the author of the report that said "*the issues are not affected by mileage*".

Black Horse then confirmed the supplying dealer would complete the refill and respray of the areas, or said it would cover the cost.

Mr F then said P had identified other issues with paintwork that were due to poor repairs. He then sent further comments from J. This said in summary that there was some overspray/paint discoloration to both sides of the 'upper A posts' that supported Mr F's claim of a previous repair.

Our investigator then issued a second view. This said, in summary, that Black Horse's offer to repair the wings of the motorhome was reasonable. Black Horse responded and said it agreed.

Mr F then sent in another quote for a repair from a different garage, which included a respray of the roof and window pillar. This was for £1,550. Black Horse commented on this and said the quote covered more work than it agreed to carry out.

Mr F then sent a further quote for £1,150. Black Horse said it wanted the independent inspector to comment on this.

As Black Horse and Mr F remain unhappy, the complaint was passed to me to decide.

### **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.

Having done so, I think this complaint should be upheld. I'll explain why.

I should explain to both parties that I'm going to focus on what I think are the key pieces of evidence and the crux of Mr F's complaint. That means I am going to summarise events and I may not comment on everything both sides have submitted. Where I don't mention something, I want to reassure both parties that this doesn't mean I haven't thought about it. This approach reflects the informal nature of our service.

Mr F complains about a motorhome supplied under a hire purchase agreement. Entering into regulated consumer credit contracts such as this as a lender is a regulated activity, so I'm satisfied I can consider Mr F's complaint against Black Horse.

When considering what's fair and reasonable, I take into account relevant law, guidance and regulations. The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. This says, in summary, that under a contract to supply goods, the supplier – Black Horse here – needed to make sure the goods were of 'satisfactory quality'.

Satisfactory quality is what a reasonable person would expect, taking into account any relevant factors. I'm satisfied a court would consider relevant factors, amongst others, to include the motorhome's age, price, mileage and description.

So, in this case I'll consider that the motorhome cost around £58,500, had covered around 500 miles and was under a year old. It was used, which means I think a reasonable person wouldn't have the same standards as for a brand-new model. But considering the age and mileage, I still think they would expect it to have been in excellent condition and be free from anything other than very minor issues.

What I need to consider in this case is whether I think Mr F's motorhome was of satisfactory quality or not. There are two issues to consider here. I think the main issue is the 'holes' in the wings, so I'll consider this first.

I've looked at photos of what Mr F explained are of the inside of the wings. Clearly, circular holes can be seen in the panels. And Mr F has shown photos of what he explained is the outside of the panel, where a circular crack can be seen.

I've reviewed the vehicle inspection from J that Mr F provided. This said:

*"2 x circular defects identified in front wings"*

*"2 x areas have visual cracking to the exterior paintwork"*

*"Both areas have been poorly repaired"*

I've also seen the independent report from December 2024. This said:

*"2 x holes. one in each outer wing."*

*"they have been filled."*

So, I'm satisfied the motorhome had holes in the wings that had been filled and only became apparent once Mr F had the motorhome for some time. Black Horse at one point questioned when this happened, but I think this was most likely before Mr F got the motorhome. I say this as the independent report states:

*"The holes are machined holes and are not the result of any damage or impact. The holes are holes that would have been used on a different model for the location of the side indicator repeater light. On this model the indicator is mounted slightly further rearward on a*

*side body panel. Therefore the machined holes in the wing were redundant so the manufacturer has filled them"*

J also stated:

*"Areas identified have been predrilled prior to fitment"*

This evidence sets out quite clearly that this was an issue present when the motorhome was manufactured. It follows I'm satisfied this means it was present when Mr F got it.

I've then thought about what this means in terms of whether the motorhome was of satisfactory quality. The report states:

*"Both hole impression are cosmetic only and neither present any functional, mechanical or operational impairment or compromise"*

*"However, I do consider it is likely that they could negatively affect the resale value or the marketability of the vehicle in future and therefore they should be repaired"*

*"the manufacturers attempt to fill the holes in the outer wing is not to a particularly good standard"*

I've also again considered the photos supplied and I think the marks on the outside of the wings affect the appearance of the motorhome. Thinking about all of this, I'm satisfied a reasonable person would not have expected these issues to be present when it was supplied to Mr F. It follows that I find the motorhome was not of satisfactory quality.

I've then considered the other issues with the paintwork and possible accident damage raised by Mr F.

The independent report said:

*"Reported over spray on the ""A Post"". There is cosmetic discolouration to the finish at the radiused top point of both "A Posts" on the vehicle. However, I do not think this is overspray as a result of a respray to accident damage."*

*"I do not support the customers theory that the discolouration is as a result of "overspray" due to a previous repair."*

*"Most plausible reason for discolouration at the radiused top corner of the "A Post" on this motorhome is due to UV and weathering."*

J disputed some of the findings from the independent report and said:

*"Paint overspray has been found of the windscreen rubbers to support the customers claim some of the front of the vehicle was sprayed and blended"*

Clearly there is some contradictory evidence here. But all of the evidence in relation to this issue is from a considerable time after Mr F got the motorhome, and it was several years old at the time it was looked at. I haven't seen enough to persuade me, when considering all of the evidence from both parties, that this issue was present or developing at the point of supply and means the motorhome was of unsatisfactory quality.

So, in summary, I find the motorhome was of unsatisfactory quality due to the issues with the holes in the wings, but not for the other issues complained about.

I've then gone on to consider Mr F's rights under the CRA. Mr F has the right for the issues which meant the motorhome was of unsatisfactory quality to be repaired. I have considered, as the dispute has now been going on for some time, if this is still fair and reasonable.

The CRA explains a trader must carry out a repair in a reasonable time and without significant inconvenience to the consumer. Clearly Mr F has been waiting a long time for a repair. But, I've had to consider that Black Horse offered to repair the motorhome some time ago. And, the independent report specifically states the issue has no effect on the use of the motorhome, so I don't think Mr F has been 'significantly inconvenienced'. I also need to consider the size and scope of the repair required.

Thinking about this, under the very specific circumstances of this particular case, I still think a repair is a reasonable remedy to put things right.

At this point in time, what is mainly in dispute is specifically *how* the repair should be carried out. I know how strongly Mr F feels about this and I've noted all of his concerns. I also appreciate he has continued until very recently to provide different quotes for various work. But I should explain to both parties that this falls outside of the expertise of this service and the scope of what I need to consider here.

I am not an expert in body repair nor paintwork and I am not in a place to set out the specifics of exactly how a repair should be carried out. What I need to consider are Mr F's rights under the CRA and if Black Horse is likely going to be able to meet these.

The CRA sets out a simple definition of a repair:

*“repair” in relation to goods that do not conform to a contract, means making them conform.”*

Mr F contracted for a motorhome which was of satisfactory quality. So, in very basic terms, Black Horse needs to arrange a repair to restore the motorhome to the condition it *should've* been in when supplied. Specifically *how* this is done is not something I need to decide nor instruct in this case.

Black Horse has explained the supplying dealer is willing to repair the issue and it has offered to arrange an inspection following this to make sure the repairs are satisfactory. In this case, I've not seen anything to persuade me this likely wouldn't make the motorhome conform to the contract.

It might be worth pointing out to Black Horse when it considers this, that the independent report and the information from J both give advice about suitable repairs. But, I must stress the opinions given are not my own.

I've considered that Mr F wants cameras to be installed in the wings. But the contract he entered into was not for the motorhome to be supplied in this way. So, he has no right under the CRA for this to be done. I agree with Black Horse that this would put him in a better position than he would've been in had nothing gone wrong. And I do not think this would be fair and reasonable.

The dealer also originally mentioned putting indicators in the holes, however Mr F and the report explain the motorhome already has indicators on the sides. Again, adding another pair would not be making the goods conform to the contract.

I agree with our investigator that it must have been upsetting for the marks on the side of the motorhome to appear. I think Mr F has been caused some distress by this situation and I agree Black Horse should pay him £100 to reflect this.

I've considered whether Mr F should be reimbursed for any costs of the report from J or other quotes etc. he had done. But Black Horse had already agreed to a repair at this stage. So, I don't think this is reasonable.

I want to reassure Mr F and Black Horse that I've carefully considered everything else both parties have said and submitted. But, this doesn't change my opinion.

### **My final decision**

My final decision is that I uphold this complaint. I instruct Black Horse Limited to put things right by doing the following:

- Arrange for repairs to be carried out to the holes in the front wings of Mr F's motorhome at no cost to him and in a reasonable time.
- Pay Mr F £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 26 June 2025.

John Bower  
**Ombudsman**