

## The complaint

X is unhappy that a car supplied to him under a hire purchase agreement with Black Horse Limited was of an unsatisfactory quality.

## What happened

In September 2024, X was supplied with a used car through a hire purchase agreement with Black Horse. The agreement was for £18,891 over 49 months; with 48 monthly payments of £298.57 and a final payment of £8,966.

In September 2025, X became aware of a potential issue with the car – there were online articles about the make of car supplied to X having an issue relating to the driver's seat latching mechanism.

He complained to Black Horse, who responded to the complaint on 6 November 2025. They said *"there is no confirmation from the manufacturer that the UK vehicle have been affected by the seat issue and is still under investigation."* So, they didn't uphold the complaint. Unhappy with this response, on 7 November 2025 X brought his complaint to the Financial Ombudsman Service for investigation.

On 17 November 2025 the manufacturer issued a safety recall notice. This confirmed they had *"identified a possible safety defect in certain [model] vehicles."* They explained that, in the event of a collision, the front driver's seat mechanism may de-latch, causing the driver's seat to twist partway through the impact. So, they advised X to contact an authorised dealership to arrange for a modification to eliminate the issue.

Our investigator said that, while there was a general recall which included the car supplied to X, there was no evidence to show that the car supplied to X was faulty, or that it wasn't safe to drive. So, they didn't think Black Horse needed to do anything more.

X didn't agree with the investigator's opinion. He said there was a safety-critical fault with the make and model car supplied to him, and that it wasn't reasonable to expect him to be exposed to a potentially life threatening situation. He said the recall notice *"confirms that the vehicle was supplied with an inherent safety defect risk [so] the vehicle supplied was not of a satisfactory quality at the point of supply and that I am entitled to reject it."*

Because X didn't agree, this matter has been 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've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. Where evidence has been incomplete

or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. X was supplied with a car under a hire purchase agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ('CRA') says, amongst other things, that the car should've been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Black Horse are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Black Horse can show otherwise. So, if I thought the car was faulty when X took possession of it, and this made the car not of a satisfactory quality, it'd be fair and reasonable to ask Black Horse to put this right.

I've seen the recall notice dated 17 November 2025. And while this identified a potential safety issue with the car, crucially the recall notice did not say that the car supplied to X was affected by this issue, nor did they advise him not to use the car until the modification had been installed as it wasn't safe to drive. Given this, I'm not satisfied that the recall notice proves the car was affected by the de-latching issue, or that it shows that it wasn't of a satisfactory quality at the point of supply.

Notwithstanding this, I appreciate X's concerns about driving a car that may potentially have a safety issue that would manifest itself in certain circumstances. Where a car is not of a satisfactory quality at the point of supply (for clarity, I'm not saying this is the case here) section 24(5) of the CRA allows for the single chance of repair. And only if this single chance of repair fails would the consumer have the right of rejection. In this instance, for the specific issue with the car, it's reasonable to say that the manufacturer's recall could be determined to be that single chance of repair.

I'm not aware if X has had the modification fitted by a manufacturer approved garage, so as to eliminate the possibility of the de-latching taking place, but I haven't seen anything to show me that the modification has been unsuccessful on other cars and has failed to rectify the potential issue. As such, I cannot fairly say that an attempt to repair the car has been unsuccessful. So, and while I appreciate this will come as a disappointment to X, he doesn't have the right to reject the car because of the manufacturer's recall, and I won't be asking Black Horse to take any further action.

### **My final decision**

For the reasons explained, I don't uphold X's complaint about Black Horse Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 11 March 2026.

Andrew Burford  
**Ombudsman**

