

The complaint

Mrs B complains about a vehicle supplied to her using a hire purchase agreement taken out with Black Horse Limited (“Black Horse”).

What happened

In February 2025, Mrs B signed a hire purchase agreement with Black Horse to acquire a new vehicle, which was a motorhome. Its cash price was £84,604; the agreement was for 48 months, made up of regular, monthly repayments of £121.19, with the final payment including a £10 purchase fee. The deposit payment recorded on the agreement was £79,604.

Mrs B said the delivery of the motorhome was delayed due to some issues identified with it. Attempts were then made to correct the issues before the motorhome was supplied to Mrs B. Once the motorhome was supplied, Mrs B said she experienced further issues with it. Among the issues experienced were:

- Scratched bodywork panels and windows. An attempt was made by the supplying dealership to repair this before the motorhome was supplied. Mrs B said the scratches remained.
- Damage to the interior side blind.
- Missing parts to the integrated oven.
- Gaps in the motorhome, leading to sunlight to pass through.

Mrs B complained to Black Horse in July 2025 and towards the end of August 2025, an independent inspection was carried out to the motorhome, which took place when its mileage was 2,557 miles.

The report concluded that bodywork and windows were scratched; there was poor finishing to the door moulding and gas fitting attachments; there was slight damage to the rear blind; and there was a gap between the insulation to the interior panelling near one of the motorhome’s doors. The report also said that the faults with the motorhome would have been present at the point of supply.

Black Horse issued their final response to Mrs B in September 2025, partly upholding her complaint. In summary, they upheld the faults in relation to the rear blind and gaps in the panel, and thought repairs to these things was fair resolution. But they didn’t uphold the issues Mrs B experienced with the oven or scratches to the bodywork and windows. To put things right, Black Horse offered Mrs B £243.83.

Unhappy with Black Horse’s response, Mrs B referred her complaint to our service. Initially Mrs B was prepared to accept repairs to have been carried out to the motorhome in a timely manner. However, she informed both our service and Black Horse of further issues she experienced with the motorhome. And so, she wished to reject it.

Our investigator issued his view where he upheld Mrs B's complaint and concluded that the motorhome wasn't of satisfactory quality at the point of supply. The investigator went on to explain what Black Horse needed to do to put things right.

Following the investigator's view, Black Horse issued a further final response in relation to the new issues Mrs B raised to them. In summary, they didn't think there was enough evidence to show there were faults which were present at the point of supply.

Black Horse also responded to the investigator's view. Among other things, they believed that repairs to the initial faults identified hadn't been carried out as expected due to Mrs B not allowing the repairs to be completed, rather than a lack of inaction by the dealership. They also said that they hadn't had the opportunity to investigate the further issues Mrs B raised with the motorhome as it hadn't been diagnosed by the dealership.

The investigator issued a further view where he outlined why his opinion hadn't changed. Black Horse disagreed.

A further independent inspection was carried out to the motorhome in March 2026, when its mileage was 5,048 miles. The inspection concluded "*numerous build quality defects and structural concerns*", some of which Mrs B raised shortly after the point of supply, as well as some raised afterwards. The report concluded that the vehicle demonstrated, "*poor factory fit and finish and inadequate durability since delivery*".

Our investigator issued a further view on this complaint, explaining what he thought Black Horse needed to do to put things right. As Black Horse disagreed with the investigator's findings, 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'm upholding this complaint and I'll explain why below.

I'm aware I have summarised events and comments made by both parties very briefly, in less detail than has been provided, largely in my own words. No discourtesy is intended by this. In addition, if there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is a fair outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as an alternative to the courts.

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

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 ("CRA") is relevant to this complaint. The CRA explains under a contract to supply goods, the supplier – Black Horse here – has a responsibility to make sure goods are of satisfactory quality. Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. It's important to point out in this case that the CRA specifically explains that the durability of goods, and its appearance and finish, can be considered part of whether they are unsatisfactory quality or not.

I would consider relevant factors here, amongst others, to include the vehicle's age, price, mileage and description. So, it's important to note here that the motorhome Mrs B acquired was new and I think a reasonable person would expect it to be in excellent condition, with no faults, defects, or issues. And I think they would expect trouble free motoring and use for a significant period.

What I need to consider is whether the motorhome was of satisfactory quality when it was supplied. And to do that, I first need to consider whether it developed a fault.

Had the motorhome developed a fault?

Mrs B raised concerns about several issues with the motorhome, some of which were raised early on after the vehicle was acquired; and some others after the complaint was referred to our service.

In relation to issues identified early on, such as to the motorhome's bodywork, windows, rear blind, and insulation panels, I have noted there was an independent inspection carried out in August 2025. The report concluded that bodywork and windows were scratched; there was poor finishing to the door moulding and gas fitting attachments; there was slight damage to the rear blind; and there was a gap between the insulation to the interior panelling near one of the motorhome doors. The report also said that the faults with the motorhome would have been present at the point of supply.

My understanding is that Black Horse also believe there to have been faults to the motorhome's rear blind and gaps in the panel, as they upheld this aspect of Mrs B's complaint in their final response. However, they didn't think there was enough evidence to establish faults with the motorhome's oven or scratches to the bodywork and windows.

As already explained, an independent inspection identified faults with all the issues Mrs B raised to them, including those that Black Horse didn't think were faults. In addition, I have seen photos which Mrs B has supplied of the motorhome, some of which for example, clearly show significant scratches to its windows and panels; far beyond what I think a reasonable person would expect on a brand-new vehicle. It's also worth noting that the inspection report identified the scratches to the panels and windows *after* an attempt was made to repair it.

Considering the above, I'm persuaded by the conclusion reached by the expert engineer who carried out the independent inspection, and I'm satisfied there were faults to the issues mentioned above.

Since referring her complaint to our service, Mrs B has mentioned other issues she has experienced with the motorhome, such as to the heating duct underneath the motorhome, the onboard computer system, the stitching, and finish to some of the motorhome's seats, as well as to the build quality of some of the furniture items in the vehicle. Black Horse has said that there isn't sufficient evidence to conclude there are faults with these items that were present or developing at the point of supply. However, since their comments, a further independent inspection was completed in March 2026 by a different third-party. This report said:

"The motorhome presents numerous build quality defects and structural concerns, including:

- *Poor body panel fit and finish*
- *Misaligned and damaged trim components*
- *Inadequate sealing*

- *Inappropriate installation of heating ducting*
- *Structural insulation gaps within bodyside panels*
- *Installation defects affecting usability of the awning and habitation door*
- *Early corrosion on recently manufactured components*

...

For a motorhome with only 5,048 miles of use, this level of defect is unacceptable.”

I think the findings of the second independent inspection are conclusive in that further faults had been identified with the motorhome.

Was the motorhome of satisfactory quality at the point of supply?

Given the motorhome was brand-new when it was supplied to Mrs B, and issues with it were established at the point of supply, or shortly after it was supplied, I'm satisfied the faults were present or developing before Mrs B acquired it.

While I appreciate Black Horse has relied on the argument that the majority of the issues raised are general snagging concerns, I wouldn't expect there to be a need to repair items to a motorhome so early in its lifetime. Given that appearance and finish are aspects which can be considered whether goods are of satisfactory quality along with other factors, such as the age of the goods and price paid, I'm satisfied a reasonable person would not consider the brand-new motorhome to have been of satisfactory quality when it was supplied to Mrs B.

In addition, two independent inspections have concluded significant issues with the motorhome and concluded that it wasn't of satisfactory quality at the point of supply. I think it begins to paint a picture that the motorhome supplied to Mrs B may not have been reasonably durable.

Remedies under the CRA

I've gone on to think carefully about the remedies available to Mrs B under the CRA. I've also thought carefully about the time that has elapsed, and the opportunity Black Horse has had to resolve any issues with the motorhome.

Black Horse believe that Mrs B accepted the quality and condition of the motorhome, by agreeing to have a polish carried out to it at the point of supply. This was to have the scratches that were present, removed from the motorhome. I don't think that Mrs B had accepted the condition of the motorhome by having the polish carried out to it. However, it is worth noting that the CRA says in relation to the final right to reject:

“a consumer who has ... the final right to reject may only exercise [this] and may only do so in one of these situations – (a) after one repair or replacement, the goods do not conform to contract.”

This is known as the single chance of repair. And this applies to all issues with the goods, and to all repairs i.e. it's not a single chance of repair for the dealership *and* a single chance of repair for Black Horse – the first attempted repair is the single chance at repair. What's more, if a different fault arises after a previous repair, even if those faults aren't related, the single chance of repair has already happened – it's not a single chance of repair per fault.

In this instance, it isn't in dispute that Mrs B agreed to the polish, which I think constitutes a repair to the motorhome. And I'm satisfied that from the independent inspection carried out

to the vehicle in August 2025, after the polish, that the scratch marks persisted, as they were noted in the report. In addition, different faults were also identified, which Black Horse had the opportunity to address. So, I'm satisfied Black Horse has already had the opportunity to repair the motorhome and I think it failed.

What's more, I'm mindful that Black Horse has had significant time to address the further faults which were identified with the motorhome. Black Horse believe repairs haven't been carried out to the motorhome due to Mrs B cancelling bookings for repairs. However, from what I have seen, Black Horse (and in turn, the dealership) had enough opportunity to address some of Mrs B's concerns. I have noted, for example, that on one occasion, Mrs B enquired as to the quality of the repairs which were due to be scheduled to the panelling of the motorhome. I think this was a reasonable thing to inquire about. However, no information or alternative was provided to her. And so, I don't think it is fair to say Mrs B is at fault for repairs not being carried out.

And given the time that has passed, I don't think it would now be reasonable to allow Black Horse a further opportunity of repair. Several further faults have now been identified by another independent inspection and an attempt had already been made to remove the scratches from the motorhome. I think a fair and reasonable way to resolve things here would now be to allow Mrs B to reject the motorhome.

Loss of use and other costs Mrs B has incurred

Mrs B has explained that she hasn't used the motorhome since October 2025, due to the issues with it. Given I'm satisfied that the motorhome can be rejected as it wasn't supplied of satisfactory quality, it follows that I think Mrs B should be refunded any monthly repayments she has made towards the agreement from October 2025 up until when the agreement ends and the motorhome is collected.

Mrs B has detailed other costs she incurred in acquiring the motorhome and it being supplied to her of unsatisfactory quality. Prior to acquiring the motorhome, Mrs B paid for an awning to be fitted to it on 25 February 2025, at a cost of £2,626.51. I think it would be fair and reasonable for Black Horse to reimburse Mrs B for this amount, as they will now benefit from this when the motorhome is returned.

Mrs B also said she incurred other expenses, such as the transfer of a cherished registration plate (£80), the cost of a tracker being fitted (£795), the cost incurred in having an independent inspection carried out to the motorhome (£200), and the cost of windscreen cover for the motorhome (£320). In addition, due to the time taken to resolve this complaint, which I don't think Mrs B is at fault for, she incurred additional costs such as a renewal subscription for the tracker (£150), as well as having a warranty check completed on the motorhome (£280).

As Mrs B made these expenses, and I'm satisfied they would be of no use to her once the motorhome is returned – and because the motorhome was initially supplied to her of unsatisfactory quality, it follows that I think it would be fair and reasonable for these amounts to be reimbursed to her by Black Horse.

It's also worth noting that our investigator also thought these items should be reimbursed to Mrs B, and Black Horse didn't dispute them in their rebuttal to his view at any point. And so, I don't think it is in dispute that these amounts should be reimbursed, given that Black Horse had plenty of opportunity to say so if they did.

Distress and inconvenience

Mrs B has explained in length the impact this complaint has had on her. Mrs B acquired the motorhome to enjoy during her retirement. But rather, due to the issues with it, she spent a significant amount of time trying to resolve things directly with the dealership and with Black Horse. Left frustrated with the lack of action being taken, Mrs B referred her complaint to our service. So, I'm mindful of the time Black Horse has had to resolve things here. In light of all this, I think Black Horse should pay Mrs B £300 to reflect the distress and inconvenience this complaint has caused her.

My final decision

For the reasons I've explained, I uphold this complaint and I instruct Black Horse Limited to put things right by doing the following:

- End the agreement ensuring Mrs B is not liable for monthly repayments after the point of collection (it should refund any overpayment for these if applicable).
- Collect the motorhome (if this has not been done already) without charging for collection.
- Refund Mrs B's deposit payment towards the agreement of £79,604. If any part of this payment was made up of funds through a dealer contribution, then Black Horse doesn't need to refund this amount. *
- Reimburse Mrs B her monthly repayments made from October 2025 up until when the agreement ends and the motorhome is collected. *
- Reimburse Mrs B the cost of out of pocket expenses as detailed below. This should be paid to Mrs B on production of evidence to Black Horse to show that payment was made by her.
 - £2,626.51 for alterations made to the motorhome prior to its supply. *
 - £80 for a registration plate transfer. *
 - £795 to have a tracker immobiliser fitted to the motorhome, plus £150 for the tracker renewal subscription. *
 - £200 for an independent inspection commissioned by Mrs B, which was carried out in March 2026. *
 - £320 for windscreen cover. *
 - £280 to maintain the warranty on the motorhome. *
- Pay Mrs B £300 to reflect the distress and inconvenience caused.
- Remove any adverse information from Mrs B's credit file in relation to the agreement, if any.

* These amounts should have 8% simple yearly interest added from the time of payment to the time of reimbursement. If Black Horse considers that it's required by HM Revenue & Customs to withhold income tax from the interest, it should tell Mrs B how much it's taken

off. It should also give Mrs B a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue and Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 21 May 2026.

Ronesh Amin
Ombudsman