

The complaint

Mr C's complaint relates to problems he had with a motorhome supplied to him by Black Horse Limited under a hire-purchase agreement.

What happened

Mr C entered into a hire purchase agreement with Black Horse on 16 October 2024 to purchase a motorhome. The cash price of the vehicle was £71,554.37. This was funded, in part, by credit totalling £32,554.37. The repayment balance, including interest and charges, was £54,470.40. This was to be repaid through 120 monthly instalments of £453.92, followed by a Final Payment – which included a Purchase Fee – also of £453.92.

Shortly after taking possession of the vehicle, Mr C notified the supplying dealership (who I'll refer to as 'SD') about problems he was having with the habitation door blind.

Then, on 19 November 2024, Mr C notified SD of further problems he was experiencing with the vehicle as follows:

- The timing re-setting on the radio and on the heating control module when the vehicle is turned off and back on; and
- a fault with the latch on the storage door for the hideaway seats; and
- a fault with the lock on the passenger side garage and gas bottle cupboard; and
- the island bed, when lifted, catches badly on the slats.

SD provided Mr C with a list of dates for the above issues to be investigated ranging from 2 January 2025 to 22 January 2025. Mr C agreed to have the inspection carried out on 20 January 2025.

On 23 November 2024, Mr C contacted SD again to notify it of water ingress under the front passenger seat where electrical plugs are located. Mr C requested that this be looked into – alongside the other defects he had already flagged – during the investigation on 20 January 2025.

On 15 January 2025, SD called Mr C to confirm if whether he still intended to attend the appointment on 20 January 2025. During this call, Mr C explains that the list of faults has 'doubled' since he booked the appointment. As the vehicle was already booked in for a full day's work, SD told Mr C that any additional jobs would need to be booked in for a different date. Mr C explained that he did not wish to bring vehicle in (a two-hour drive) to then have to bring it back again to resolve the outstanding faults. As a result, Mr C confirmed that he would not bring the vehicle in for the appointment scheduled for 20 January 2025.

On 16 January 2025, SD contacted Mr C to confirm the full list of faults to be inspected. Mr C provided a list of around 20 separate faults, including the aforementioned water ingress under the front passenger seat. SD advised Mr C that it would need the vehicle for four days

to investigate all of these issues. Noting the distance from Mr C's home to SD, it said that Mr C could take the vehicle to another repairer, but he would need to "*ensure the dealership...is NCC approved and also approved to carry out warranty work on [this type of] motorhome*". SD said the earliest date it could offer to complete all the work is from 31 March 2025 to 3 April 2025.

Mr C told SD that these dates were not suitable for him and requested that it sends its repairer (who I'll refer to as 'Business S') to attend his home. But SD said Business S *would not come to [his] home to carry out any warranty work*".

On 21 January 2025, Mr C complained to Black Horse about the quality of the vehicle. Specifically, Mr C raised the following concerns:

1. Vehicle comes from 6th gear to 5th gear intermittently when it is in automatic; and
2. water ingress under passenger front seat wetting the electrics; and
3. fixed table intermittently fails to lock into place; and
4. garage door gas bottle cupboard locks stiff to unlock; and
5. bed slat is missing; and
6. under seat cupboards doors lock catches broken; and
7. draft in rear of motorhome; and
8. draft under front seats; and
9. condensation on inside of front windows and window screen; and
10. radio and heater timer keeps resetting; and
11. faults with the fridge; and
12. garage in the rear gets wet when raining; and
13. roof sky lights letting draft in; and
14. fresh water tank catches going up slight incline; and
15. when driving it sounds like all the stones from the road are coming into vehicle.

To put things right, Mr C's preferred resolution was for repairs to be completed if a courtesy vehicle can be provided in the meantime or, if not, rejection of the goods.

Upon receiving the complaint, I can see Black Horse reached out to SD for its input. SD said that it "*had the vehicle booked in for 31st March [2025], but [it felt this was] too long a delay with the nature of some of the faults*". SD said it had spoken with Business S who said it could assist by sending a mobile engineer to the Mr C's home to confirm if any parts are required and, if possible, fix any of the issues.

On 28 January 2025, Black Horse issued its final response to the complaint. In short, it said that some of the issues Mr C raised (specifically Points 3, 4, 5 and 6) would fall under the 'snag list'. And Black Horse said the remaining issues Mr C had raised were not confirmed

by “evidence or diagnostics”. Black Horse went on to say that “once the diagnostic of the issues is completed and where a fault is confirmed, the case can be reopened and [it] will be looking to support the relevant repairs to be carried out by [SD, Business S and the manufacturer] where appropriate”.

In early February 2025, Business S attended Mr C’s home to inspect the vehicle. SD’s records indicate that, during the inspection, “the engineer could not find a fault with water ingress under the passenger seat. He also advised the customer 3 taps required replacing. He believed this was due to frost damage and not a manufacturing defect. [Business S] agreed to cover all 3 taps at no cost to [Mr C]. Unfortunately, the kitchen tap needed ordering as was not available at the time of replacing the wash basin and shower tap”. Therefore, as I understand it, SD said Business S would return to complete repairs once parts had been received for the replacement taps and locks.

In a follow-up email exchange between Mr C and SD, Mr C said Business S’s engineer was “speaking to his colleague re the water ingress under the passenger seat and the condensation on the windows” and he asked SD to chase this up with Business S.

SD reached out to Business S who advised the engineer “couldn’t find an issue under the passenger seat, therefore he can’t comment any further, with regards to the window he believes this is condensation as the customer has the blinds down”. Business S went on to say that “the parts are on order and we have an estimated delivery in to [SD] around the 19th March 2025, once they have all arrived the Planning Team will arrange a re-visit”. This was relayed to Mr C who expressed surprise at this response – in doing so he said that when Business S “came out [the engineer saw] water under the seat and he told me he will have to ask his colleague”. Mr C shared photographs of the problem with SD. SD agreed to investigate the matter further.

Business S attended the vehicle for a second time on 26 March 2025. As I understand it, the taps (which had been on order) were not replaced because, as Mr C put it, the engineer “made out he knew nothing about the taps”. The engineer did arrive with some cabinet doors which had been ordered, but these were not items that needed to be replaced. In addition, Mr C said although the locks were replaced, the habitation door lock was still faulty.

On 27 March 2025, during an email exchange between Mr C and SD, the latter asked Mr C whether he was able to bring the vehicle for the previously suggested dates of 31 March until 3 April 2025. Mr C advised that, due to family commitments, he would be unable to bring the vehicle in on these dates. He did ask Business S to let him know when it has the taps in and he will arrange to get the vehicle handed over.

In May 2025, As the problems Mr C says he was experiencing with the vehicle persisted, he raised another complaint with Black Horse. In doing so, he said he did not want to return the motorhome to SD because he had lost faith in them and he wanted an independent inspection completed. Black Horse agreed to this and arranged for a firm I’ll refer to as ‘Business M’ to inspect the motorhome.

The inspection took place on 9 May 2025. After the independent inspection was completed Black Horse issued a second final response letter on 27 May 2025. The complaint was not upheld because Black Horse said the issues identified in the inspection were snagging and would be covered under the manufacturer’s warranty.

Mr C was unhappy with Black Horse’s response and referred his complaint to this service to consider. He has confirmed he is complaining about the following faults:

- Habitation door not locking and unlocking.
- Water ingress under passenger front seat.
- Wire on one of the blinds has snapped, so blind does not fully close.
- Water tank catching on the ground.
- Curtains are different sizes.
- Kitchen cupboard dropped and is not closing properly.
- Cupboard underneath seating area catch is broken again.
- Cupboard door locks stick.
- Heating not blowing hot on last vent.
- Bed slat catching mattress.
- Fly net on habitation door comes out of the runner.
- Table not locking into place.
- Tap in kitchen spraying everywhere.
- Shower light fell off.
- Water ingress in garage.
- Strong smell of gas in gas bottle cupboard.
- Condensation on inside front window screen.
- Shower tap is constantly dripping.

To resolve the complaint, Mr C would like to reject the goods.

After the complaint had been referred to our service, on 10 October 2025, Mr C said a roadside assistance firm attended the vehicle because the lights would not turn off. The associated Breakdown Report found electrical fault codes which it said could be due to *“either body control unit fault or water ingress”*.

In November 2025, one of our investigators looked into matters and issued their opinion. In short, the investigator said that the vehicle was not of satisfactory quality at the point of supply. The investigator went on to say that they were *“satisfied there have already been two repair attempts...and there are still faults present”*. Therefore, the investigator recommended Black Horse, amongst other things, allow Mr C to reject the goods and exit the agreement with nothing further to pay.

Mr C agreed with the investigator’s opinion. However, Black Horse did not. There was quite a lot of back and forth between the investigator, Black Horse and Mr C in the weeks that followed. This resulted in the investigator issuing a subsequent opinion in December 2025 in which their overall position remained unchanged.

And, owing to the evolving nature of the problems Mr C was experiencing his use of the vehicle, the investigator sent both parties an updated set out recommendations as follows:

- End the agreement with nothing further to pay.
- Collect the vehicle at no cost to Mr C at a time and date suitable for him.
- Refund Mr C's deposit.
- Reimburse 10% of repayments to the agreement from the loss of enjoyment on any payments made between 19 November 2024 to 6 October 2025.
- Refund any repayments to the agreement from 6 October 2025 until 31 October 2025.
- Reimburse 30% of payments between 1 November 2025 until 14 December 2025.
- Refund any repayments to the agreement from 14 December 2025 until the agreement is unwound.
- Pay Mr C £350 to reflect the distress and inconvenience caused.
- Remove any adverse information from Mr C's credit file in relation to this agreement

As an agreement couldn't be reached, the complaint 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 agree with the investigator that the complaint should be upheld – and for the same reasons. I'll explain why.

However, before I do, I'm aware that I've summarised this complaint above in less detail than it may merit. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

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 argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact my decision.

The agreement in this case is a regulated consumer credit agreement. As such, this service is able to consider complaints relating to it. Black Horse was also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The Consumer Rights Act 2015 ('CRA') is of particular relevance to this complaint. It says, amongst other things, that every contract to supply goods is to be treated as including a term that the quality of the goods is satisfactory.

The CRA 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. The quality of goods includes their state and

condition, and aspects including freedom from minor defects, durability and safety. So, it seems likely that in a case involving a vehicle, the other relevant circumstances a court would take into account might include things like the age and mileage at the time of sale and the vehicle's history.

I note here Mr C financed a brand-new vehicle at significant cost. I think it's fair to say a reasonable person would expect the level of quality to be significantly higher than a second-hand, more road-worn vehicle. And that it could be used – free from defects – for a considerable period of time. I've kept this in mind.

In my view, there is little doubt that Mr C has experienced a number of problems with the vehicle. This has been well evidenced by, amongst other things, information from Business M's inspection, as well as Mr C's detailed and credible testimony which he has supported with photographs and video evidence.

In saying this, I recognise Business M wasn't able to identify *some* of the problems Mr C had reported with the vehicle. But I'm persuaded that there were at least some of the reported faults – including (but not limited to) water ingress under the passenger seat – were present based on all of the available evidence.

I note that Business M's report concluded that the faults it did identify would be considered as '*new vehicle snagging issues*' that could be rectified by SD. However, as I've said, I think a reasonable person would expect a brand-new motor vehicle – at such cost - to be free from defects (including minor or cosmetic) for a considerable amount of time which was not the case. And even if I were to accept that these were 'snagging issues', the sheer number of problems in and of itself would, in my view, fall some way short of what a reasonable person in these circumstances would expect. And, whilst some of the issues may be considered minor, others clearly impact Mr C's enjoyment of the vehicle and - in some instances – may even represent a safety concern (such as water ingress entering the footwell with wiring nearby and the habitation door not locking¹).

But the simple existence of faults in itself isn't enough to hold Black Horse responsible for repairing the vehicle or accepting its rejection. The legislation says that this will only be the case if the fault was present or developing at the point of supply.

Under the CRA, where a fault occurs within the first six months, it is assumed that the fault was present or developing at the point of supply and its generally up to the business to put things right. After six months the burden of proof is reversed and it's up to the consumer to show that the fault was present or developing at the point of supply.

Mr C had only had the vehicle for short period of time when he first raised his concerns about it to SD – and he had it for just a few months when he first raised it with Black Horse. As I've said, legislation would encourage us to assume that if a vehicle developed a fault in the first six months it was likely to have been there from the point of supply. With that being the case – and noting the low level of mileage Mr C covered in that time he first raised his concerns - it seems more likely the issues Mr C raised were present or developing at the point of sale as opposed to reasonably expected wear and tear.

I've not been presented with sufficiently persuasive evidence from Black Horse that demonstrates there were not faults or that that there was a faults, but they developed after Mr C took possession of it. I say this noting that Business M's report found that it was 'indeterminable' as to whether the faults were present or developing at the point of sale in

¹ Mr C describes how his son must climb through and unlock the back door to let everyone else in to the vehicle.

relation to many of the issues it identified. Therefore, noting the timeline, I am persuaded that it's more likely than not the vehicle was defective in some way at the point of supply that resulted in some of the problems Mr C has experienced.

And, whilst the problems Mr C has had with the vehicle vary in both nature and severity I think, noting the age, value and mileage of the vehicle, the cumulative effect of the problems results in a vehicle of unsatisfactory quality

It follows that I find that Black Horse hasn't treated Mr C fairly in rejecting his claim. So, I've turned to look at the potential remedies under the CRA.

The CRA2015 sets out a range of potential remedies under section 19(3), as follows:

- (a) the short-term right to reject (sections 20 and 22);
- (b) the right to repair or replacement (section 23); and
- (c) the right to a price reduction or the final right to reject (sections 20 and 24)

Under Section 22(3) of the CRA2015 a consumer has a short-term right to reject goods not conforming to contract within 30 days. The requirement under the Act is that the right to reject "*is exercised if the consumer indicates to the trader that the consumer is rejecting the goods and treating the contract as at an end. The indication may be something the consumer says or does, but it must be clear enough to be understood by the trader*".

I note Mr C did contact SD within 30 days to notify it of problems he was having with the vehicle. However, I have seen no evidence that Mr C sought to reject the car on this basis. Instead, Mr C appeared to be willing to work with SD to allow repairs to take place as a remedy. Further, I cannot see that Mr C notified Black Horse about his concerns with the vehicle within 30 days.

With that being the case, I do not think the conditions set out in Section 22(3) of the CRA have been met. So, I don't think Mr C's right to exercise short-term rejection is in play here.

That would mean Mr C would be entitled to exercise his section 23 right to seek repair or replacement. Here a business has one opportunity to repair an identified fault that makes a vehicle of unsatisfactory quality. Section 23(2) says:

If the consumer requires the trader to repair or replace the goods, the trader must—

(a) do so within a reasonable time and without significant inconvenience to the consumer, and

(b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).

Section 23(5) goes on to say:

(5) Any question as to what is a reasonable time or significant inconvenience is to be determined taking account of—

(a) the nature of the goods, and

(b) the purpose for which the goods were acquired.

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 SD 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.

With this in mind, I'm satisfied that Black Horse has had an opportunity to carry out a repair.

I say this because an engineer from Business S attended the vehicle twice – in February and March 2025 - where at least some repairs were attempted. But Business M's report several months later - supported by Mr C's detailed and credible testimony – confirms there were still a number of faults present. So, I'm satisfied there is still an underlying fault with the vehicle that was never put right. It follows that I think it is fair and reasonable for Mr C to be allowed to reject the vehicle.

But even if I'm wrong to suggest that attempts made by Business S to rectify the problems Mr C's was reporting when it attended his home amount to attempt by or on behalf of Black Horse to effect repairs, I still think Mr C is entitled to reject the goods. I'll explain why.

Black Horse says that SD made multiple attempts to book an inspection at its premises under workshop conditions, but Mr C did not take up these offers - I agree with this. But here I note Mr C first raised his concerns about the vehicle with SD in October/November 2024. A repair was scheduled to take place on 20 January 2025. However, in the intervening period the number of faults Mr C identified – and sought for SD to investigate – grew significantly. As a result, SD said that it would be unable to investigate all the issues in one day. And SD was unable to provide him with a courtesy vehicle.

Mr C explained that he did not wish to bring vehicle in (a two-hour drive) to then have to bring it back again to resolve the outstanding faults. As a result, the appointment scheduled for 20 January 2025 was cancelled. Noting here that the repairs could not be completed without, in my view, significant inconvenience to the Mr C (noting it would involve multiple lengthy journeys), I don't think he acted unreasonably here.

At that point, Mr C was presented with two options; firstly, wait until the end of March 2025 to have the all the required repairs completed at the SD. Whilst I appreciate the CRA doesn't define or explain "*...reasonable time and without significant inconvenience to the consumer*", in the circumstances of this case, in my view, a delay of over four months from first notification for all repairs to be carried out falls some way short of what I would consider to be a 'reasonable period of time'.

Alternatively, Mr C was told could have tried to book the vehicle in for repairs at an approved dealership closer to him. But SD said that some of the problems Mr C has raised would need to be dealt with by the manufacturer (rather than Business S). So, even if Mr C had agreed to return the vehicle to SD – or to a dealership of his choosing - for repair, it's likely this would've taken more than one repair attempt. As I've said, under the CRA the supplier of the goods has one attempt to repair the goods, and if following this, the goods do not conform to the contract, Mr C can exercise his final right to reject. What's more, having to present the vehicle to various parties for repairs to be carried out (without, as I understand, the provision of a courtesy vehicle) strikes me as not being without significant inconvenience to Mr C.

So, looking at the wider circumstances of this case, I don't consider that Black Horse dealt with Mr C's concerns fairly, and in light of all of this I'm satisfied that the appropriate way to address this is to uphold the complaint and award redress – the crux of this being M C should be entitled to reject the vehicle.

The relevant sections of the CRA says:

“Section 24 Right to price reduction or final right to reject

(5) A consumer who has the right to a price reduction and the final right to reject may only exercise one (not both), and may only do so in one of these situations—

(a) after one repair or one replacement, the goods do not conform to the contract;

(b) because of section 23(3) the consumer can require neither repair nor replacement of the goods; or

(c) the consumer has required the trader to repair or replace the goods, but the trader is in breach of the requirement of section 23(2)(a) to do so within a reasonable time and without significant inconvenience to the consumer.

I think the conditions of Section 24(5)(a) and/or Section 24(5)(c) have been met in the circumstances of this case. I can further understand why Mr C has the concerns he does about the vehicle, and why he wants to return it. Noting the remedies available to Mr C under the CRA, I think Mr C is now entitled to right to reject the vehicle.

To resolve matters Black Horse should collect the car at no cost to Mr C, terminate the agreement with no further hire payments due from him.

Black Horse should also reimburse Mr C a proportion of the payments he made under the hire agreement in recognition of impairment to his use of the car. Here, I have looked at the proposals the investigator put forward to both parties in their communication dated 21 January 2026. I consider that this represents an appropriate way to resolve matters and I adopt those proposals with regards to this item of redress in this decision.

Finally, Mr C has undoubtedly been put to more than the levels of frustration and stress than would reasonably be expected in day-to-day life. What's more, Mr C has had to spend a lot of time and go to not insignificant lengths in order to support his case. He's also had to spend time repeatedly engaging with both the SD and Black Horse about the vehicle. This is not an exact science, but looking at our scale of awards for distress and inconvenience (as shown on our website) I am in agreement with our investigator that an award of £350 is fair and reasonable here.

Putting things right

To put things right, I require Black Horse to take the following steps:

1. Collect the vehicle at no cost and minimal inconvenience to Mr C; and
2. terminate the hire agreement with Mr C having nothing further to pay; and
3. refund Mr C's advance payment towards the agreement. If any part of this advance payment was made up of funds through a dealer or manufacturer contribution, then Black Horse is entitled to retain that amount; and

4. reimburse 10% of the monthly payments Mr C made under the hire agreement between 19 November 2024 and 6 October 2025 to reflect the impairment to his use of the vehicle; and
5. refund any repayments to the agreement from 6 October 2025 until 31 October 2025; and
6. reimburse 30% of payments between 1 November 2025 until 14 December 2025; and
7. reimburse any repayments made towards the agreement since 14 December 2025; and
8. pay interest on the sums in points 3, 4, 5, 6 and 7. at 8% simple per year from the date of each payment until the date it pays this settlement*; and
9. amend any information it has recorded on Mr C's credit file so that it correctly reflects the above arrangement; and
10. pay Mr C £350 to reflect the distress and inconvenience caused.

*If Black Horse considers that it is required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr C how much it's taken off. It should also give Mr C a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

My final decision is that I uphold this complaint and direct Black Horse Limited to take the above steps in resolution of it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 May 2026.

Ross Phillips
Ombudsman