

The complaint

Mr D complains that the vehicle that he acquired in 2017 through a hire purchase agreement with Black Horse Limited ("Black Horse") was misrepresented to him as being a campervan. He now realises that on the logbook it says it is a "van with windows" and is unhappy as he feels this means he overpaid for it, and he has struggled to sell it as it's not registered as a campervan.

What happened

In August 2017, Mr D took out a hire purchase agreement with Black Horse to acquire a used vehicle. The finance agreement calls it a "VW Camper", and the sales invoice called it a "T26 Startline Transporter".

Mr D says that he noticed at some point in around 2019 that the logbook stated it was a "van with windows". Around this time, he had decided to try to sell the vehicle due to a change in circumstances. He has told us that he's now struggling to sell the van as it's not registered as a campervan. He also felt he had lost money because he paid a higher price for this vehicle as it was a campervan, not a normal van.

In 2021 he complained to Black Horse about this, and they responded in October 2021. They explained that the concern had first been reported to the broker who supplied the vehicle to Mr D in June 2021, and the broker had offered to assist Mr D in getting the logbook changed. Black Horse said they weren't upholding the complaint, as the vehicle was fit for purpose, and the description on the logbook was visible to Mr D shortly after the sale which by then was almost 4 years prior.

Unhappy with this response, Mr D brought his complaint to our service for investigation. Our investigator gave their view that the business didn't need to do anymore. They felt that Mr D should have been aware of the details in the logbook shortly after purchasing the vehicle and hadn't raised any concern. Mr D had also said he was aware of this in 2019, but still didn't raise any concern with the business until 2021. The investigator felt that the offer to help change the logbook was fair and didn't feel the business needed to do anymore.

Mr D engaged with the broker to try to get the logbook changed, but when this still wasn't resolved, he asked the case to be referred to an Ombudsman for 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.

There are two elements to this which I will consider. The first is whether the vehicle was fit for purpose; is there anything which makes the vehicle not of satisfactory quality. The second is whether the vehicle was misrepresented to Mr D in any way.

With regards to whether the vehicle was fit for purpose, I have consideration for the Consumer Rights Act 2015 (CRA). It says under a contract to supply goods, there is an implied term that "the quality of the goods is satisfactory". The CRA says the quality of goods are satisfactory if they meet the standard a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

There is no suggestion that the vehicle hasn't performed as required, or that the functions or features of it don't meet what Mr D expected. Indeed, in looking into the registration of campervans, it's clear to me that many different types exist, and some are registered as "motor caravans", some as "van with windows" and some just as vans, depending on the specifics of the model, or the details of any conversion carried out. How the vehicle is registered doesn't impact on how it can be used.

As such, I don't have any concerns with whether the vehicle was fit for purpose. Mr D has raised no concerns about its function as a campervan, so I'm satisfied that it was of satisfactory quality at the time of supply.

The second area to consider is whether the vehicle was misrepresented to Mr D. Black Horse is responsible for what was said during the negotiations between Mr D and the broker/dealership where he acquired the vehicle, by way of the Consumer Credit Act 1974. Mr D is alleging there was some kind of misrepresentation of the vehicle to him. For the agreement to have been misrepresented to him, the broker would need to have made a false statement of fact that persuaded Mr D to do something he might not have done otherwise.

There's no record of any discussions between Mr D and the broker. With the passage of time, and this taking place over four years ago, it's not reasonable to expect either party to remember specifics of any discussions. So, I've considered the evidence I have, to decide whether anything was misrepresented to Mr D.

If Mr D had specific concerns about the type of registration of the vehicle when he entered into the agreement, I'd have expected him to check the logbook when he received it, and to query this at the time if it didn't meet his requirements. But there's no evidence that he raised this with the business until 2021, almost four years later.

There is no evidence available to show how the vehicle was advertised in 2017. What I can see is that the title "VW Camper" is used on the finance agreement. However, I think it's important to recognise that "campervan" itself is not a term that the DVLA use for registering vehicles. The term they use for any type of motorhome is "motor caravan", so I am not persuaded that advertising the vehicle as a campervan would be a misrepresentation.

Campervan is a general term used to describe the functionality of a vehicle, and it would be up to the consumer to check on the specific logbook registration of the vehicle to ensure they were happy with it. I've seen no evidence that Mr D specifically wanted a van classified by the DVLA as a "motor caravan", and if he had, I'd have expected him to query this as soon as he received the logbook.

I also think that perhaps there is an unfortunate timing of events here. I can see that in October 2019, the DVLA changed the details of what a van needed to have to be classified

as a “motor caravan”, and it seems that far less campervans now meet these requirements. I empathise with Mr D if these changes have caused him issues in getting the vehicle reclassified, but I can’t hold the business responsible for this. They supplied the vehicle in 2017, before these changes, and couldn’t reasonably have known that this might cause a problem for Mr D.

With no evidence that Mr D was told anything false which persuaded him to enter the agreement, I can’t agree it was misrepresented to him. I empathise with him, because he’s told us that his circumstances have changed, and he wants to sell the vehicle. But there could be many different issues affecting the price he can obtain when trying to sell it, and as I’ve explained above, the requirements for registering a vehicle with the DVLA as a motor caravan have changed during the period Mr D has had the vehicle. This may also be impacting the price he can get for it on the market and isn’t something that Black Horse can be held responsible for.

Mr D agreed the price to acquire the vehicle in 2017, and as with any vehicle, there are lots of factors which influence its price at different times. But I’ve seen no evidence that the business over charged Mr D or kept any information from him when he purchased it, so I can’t hold them responsible for any subsequent drop in value.

I don’t think that Black Horse did anything wrong when supplying the vehicle to Mr D, and I won’t be asking them to do anymore here.

My final decision

I am not upholding this complaint. Under the rules of the Financial Ombudsman Service, I’m required to ask Mr D to accept or reject my decision before 15 April 2022.

Paul Cronin
Ombudsman