

## **The complaint**

Mr R complains about the quality of a used caravan he acquired through a hire purchase agreement with Black Horse Limited ('Black Horse'). Mr R says that the caravan wasn't of satisfactory quality, it has been unreliable, and it was not a good product.

## **What happened**

Mr R's complaint is about the quality of a caravan he acquired in November 2017. The caravan was used, and it was first registered in January 2017. So, it was just under a year old when he acquired it.

Mr R acquired the caravan using a hire purchase agreement that was started in November 2017. The caravan had a retail price of £28,309. Mr R paid a £22,309 deposit meaning £6,000 was financed. The agreement was to be repaid through 72 monthly instalments of £104.11. If Mr R made repayments in line with the credit agreement, he would need to repay a total of £29,804.92.

Mr R has complained about the quality of the caravan to Black Horse in 2022 and 2023. Black Horse has considered this complaint on more than one occasion. But in the last correspondence, and final response, it didn't uphold it. It outlined all the repair work and maintenance that had been completed on the caravan, but it thought that these weren't faults that were present or developing at the time of sale.

Mr R didn't agree with this and brought this complaint to the Financial Ombudsman Service.

Our Investigator didn't uphold Mr R's complaint. She also outlined all the repairs and maintenance that the caravan had been subject to but noted that an independent report had shown that these were not faults that were present or developing at the time of sale and so the caravan wasn't of unsatisfactory quality.

Mr R didn't agree with the Investigator. He said:

- He has had problems with the caravan from the outset.
- Initial leaks to the front panel and wheel arches were noted after around seven weeks of his ownership. The caravan has continued to have water ingress problems.
- The roof of the caravan is slowly sinking, and this causes strain within other areas.
- Our Investigator has sided with the evidence provided from the independent reporting company. Mr R doesn't think this is impartial and he has said that he has spoken with a good caravan engineer who says that this type of fault is inherent with this model of caravan.
- There is a view that the caravan has lots of faults and these are considered 'characteristics' of it. It shouldn't be accepted by the industry, and the Financial Ombudsman Service, that this is the 'norm'. These issues should be 'designed out' and shouldn't have affected him.

There was some further correspondence, and Mr R reiterated all his concerns, and problems, that he said he had with the caravan. He also provided some earlier correspondence from Black Horse where some aspects of his complaint had been upheld.

Because Mr R didn't agree, this matter has been passed to me to make 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider was good industry practice at the relevant time.

The agreement in this case is a regulated hire purchase agreement – so we can consider a complaint relating to it. Black Horse as the supplier of the goods under this type of agreement is responsible for a complaint about their quality.

The Consumer Rights Act 2015 ('CRA') is relevant to this complaint. It says that under a contract to supply goods, there is an implied term that 'the quality of the goods is satisfactory'.

To be considered 'satisfactory', the goods would need to 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. So, it seems likely that in a case involving a caravan, 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 caravan's history.

The CRA quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of goods.

Here, the caravan was acquired used but it wasn't very old. But I think a reasonable person would accept that there would probably have some parts that are worn and would need replacing at some point – which is reflected in the lower price paid in comparison to a new caravan.

And there is also a reasonable expectation that the caravan will be relatively durable - taking into account its age and price at the outset. So even though the vehicle wasn't new, Mr R should have been able to use it for a reasonable period before it needed significant work.

There has been a significant amount of correspondence about the maintenance to the caravan over the time Mr R has owned it. I won't detail all of it here as all the parties are fully aware of it. I'll concentrate on the broader issues that are present in this complaint and I won't address all the matters that both parties have raised. I'll concentrate on what I think is important in making my decision. I would like to reassure both parties that I have looked at everything that has been provided.

In respect of the problems with the caravan Mr R has said that, in summary:

- In the first Service in January 2018 there were problems with water ingress. And there were also problems with the overhead roof light, the seat bases needed repairing and there was low power when off grid camping.

- In 2019 there was some further problems with water ingress and Mr R has said this has been an ongoing issue with the vehicle.
- In 2020 there were more repairs made due to water ingress. And the flooring has delaminated. The self-levelling system also needed a repair.
- In 2020 the front gas locker box needed a repair and some brackets had come off the wall.
- In January 2021 the windows were showing signs of water ingress.
- In 2022 there were some further repairs needed to the floor due to water ingress and delamination.
- There were continuing damp problems in 2023 and some of the earlier seals and repairs had failed.

Most of the problems I've outlined above have been repaired and the majority of this has been done under the warranty the vehicle has. Nevertheless, Mr R has said he wants to now reject the vehicle. He first said this, as far as I can see, as early as January 2022.

There have been two independent reports about the quality of the caravan. One specifically about the mattress and one about the other complaints that Mr R has raised. Both of these have shown that the caravan was likely to be of satisfactory quality and that these faults were not present or developing at the time of sale. The reports provided detailed commentary about how the issues with the caravan are due, in the main, to normal wear and tear and should be expected in this type of vehicle over time.

There is also some other information from third party caravan repair companies that have confirmed that things such as seals will need regular replacement as they are perishable. And the dealership has said that it would not buy back the caravan as it had been significantly altered.

There is also evidence that some of the problems could be caused by failed repairs undertaken by the third party garage that Mr R has taken the vehicle to. Some of this is detailed in the independent report.

To say that the caravan wasn't of satisfactory quality, and so Mr R should be able to reject it, I need to be able to say that the problems were present or developing at the time of sale and were not due to wear and tear. There were some problems very close to the time Mr R acquired the caravan.

But as I've outlined above these were repaired. So, even if I were able to say the caravan wasn't of satisfactory quality at the point of supply, I think a repair would have been a reasonable remedy. But this was done.

I think the crux of Mr R's complaint is that the caravan either remained of unsatisfactory quality or became of poor quality again, due to the ongoing problems he had with it.

I don't think this is the case. The quality of the caravan has been assessed by a third party independent reporting business which has confirmed that the problems with it are not likely to have been present or developing at the time of sale and therefore the caravan wasn't of unsatisfactory quality. And it is reasonable to say that a vehicle such as this will need regular maintenance. This will be significantly increased during the later period of its life. Overall, I don't think the vehicle was of unsatisfactory quality over the time that Mr R has owned it.

And it's worth noting that Mr R has owned and used the caravan for a significant period. And he has had work and alterations made to it by third parties. I think to now reject the vehicle after he has been able to use it for this length of time wouldn't be fair.

Mr R thinks the third party reporting business isn't independent, but I've seen no reason to think that this isn't the case or that I should disregard the contents of this report in favour of what Mr R says he has been told by what he considers to be a more qualified third party. I don't think it would be reasonable to do this.

I've taken on board that Mr R thinks that the caravan was faulty, and this was due to the overall quality of the design. But it's very difficult to say that this the case, this is because vehicles are subject to wear and tear over time. And a lot of the issues Mr R has raised with the vehicle don't seem to me to be quality related, more that they are due to the vehicle becoming more used and needing work when this was the case.

So, can't say it's likely that the problems the caravan now has, if any, were apparent or developing at the time the caravan was supplied to Mr R. It follows that, having looked at everything, I don't think there is enough for me to say that the caravan was not of satisfactory quality overall. I don't think that Black Horse should be responsible for putting the faults with the caravan right or paying any compensation.

Black Horse at an earlier time has acknowledged that the caravan has needed repairs at times, and it described this as upholding Mr R's complaint. But as these repairs were undertaken it didn't think further action was needed. So, this doesn't alter my findings above.

### **My final decision**

For the reasons set out above, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 9 May 2025.

Andy Burlinson  
**Ombudsman**