

The complaint

Mr P complains about a caravan he acquired with credit provided by Black Horse Limited.

What happened

In June 2021 Mr P entered into a regulated hire purchase agreement with Black Horse, in relation to a caravan. After the sale, the caravan was moved to his chosen pitch, but minus the skirting around the base of the decking. In October 2023, Mr P complained to Black Horse that the skirting was missing.

Black Horse did not uphold Mr P's complaint. It told him that he had never mentioned this issue before, either to Black Horse or to the supplier of the caravan ("the merchant"). Black Horse did not accept that there was anything wrong with the caravan, because the merchant had told it that it is normal for caravans to not have skirting, and it had not been possible to install skirting on Mr P's caravan because it was on a slope, so the decking was of uneven height.

Mr P brought this complaint to our service. He said he had complained to the merchant many times before, and that the merchant had promised the skirting would be added, but nothing had ever been done. He provided photos of the caravan taken at the point of sale, when it did have skirting, and photos of the caravan after it had been moved to his chosen pitch, without the skirting. And he provided a screenshot of what he said were text messages from the merchant saying that the skirting should have been added already.

Black Horse disputed that Mr P had raised the matter before. It said that the merchant had told Mr P in 2021 that it would not be possible to have the skirting in his chosen pitch because of the uneven ground, and that Mr P had accepted that at the time. It argued that if anything else had been agreed at the time, and if that had not been fulfilled, then Mr P would not have waited for over two years to complain about it.

Our investigator did not uphold this complaint. He said that Mr P's wife had signed the handover checklist to confirm that she was satisfied with the caravan, and a box on the form headed "Additional action required after handover" had been left blank. He didn't think there was enough evidence that the caravan was supposed to have skirting. He added that the merchant had since agreed to add skirting, but that Mr P had replied that this was "too little, too late" – but if there had been supposed to have been skirting in the first place, then this offer might well be a fair remedy.

Mr P did not accept that decision, and he asked for an ombudsman to review this case. He said that it had not been made clear to him at the point of sale, nor when the handover checklist was completed, that the decking and the skirting were separate items, and that the decking would be fitted but not the skirting.

Later, in July 2024, the merchant added skirting to the caravan. Mr P said that this vindicated his claim that it was supposed to have been there all along. He said that he should be compensated for the three year delay.

I wrote a provisional decision which read as follows.

What I've provisionally 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 am minded to uphold it. I will explain why.

It is clear from the photos that the caravan had skirting around it when Mr P viewed it in 2021, and that the caravan was on sloping ground at the time – not just when it was moved to his pitch, but when he first viewed it. So the fact that the decking was not at a uniform height from the ground all the way along did not prevent skirting being there. This was clear even before new skirting was added to the caravan in 2024. So the excuse that Mr P's caravan couldn't have skirting once it was moved to his pitch does not ring true to me. I don't believe it.

That undermines the credibility of the merchant's claim that Mr P never mentioned this issue to it in over two years, before he raised it with Black Horse, allegedly out of the blue. On the balance of probabilities, I believe that he did, and that the merchant has not been forthright with Black Horse about the history of this matter.

In coming to that conclusion, I gave very little weight to Mr P's screenshot of the text messages, because it doesn't show the full date, nor does it show the phone number the texts were from. Such evidence is easy to fake, after all. Rather, my conclusion is based on the fact that there seems to have been no good reason not to have the skirting in the first place, and no obvious reason why Mr P or his wife would have put up with that state of affairs back in 2021 (or for the next two years). It was an eyesore.

I have looked at the handover checklist, and it does appear to indicate that Mr P was satisfied with the caravan – but don't think that is entirely convincing evidence. Although the box headed "Additional action required after handover" was blank, the checkbox that was ticked was next to the following paragraph (emphasis added):

"I confirm that all items agreed at point of sale and identified on the Sales Order Form have been included and that any outstanding action points have been scheduled to take place within a satisfactory time scale"

So that doesn't quite confirm that everything has been completed. And the sales order form says that included in the order was an item described as "Deck Refit". Since the skirting is part of the decking, it would not necessarily have been obvious to the average consumer that the skirting was excluded (if that is what the merchant intended). And I think that if this was meant to be understood as excluding the skirting, then it would have been natural and obvious to say so in terms on the order form, rather than by leaving it to implication. So I think the sales document is too ambiguous to fatally undermine Mr P's case.

I think the three years without skirting, and Mr P's inconvenience, merit some compensation. But to keep this in perspective, the lack of skirting was entirely cosmetic, and did not prevent him from using the caravan. I propose to award £300 compensation for that.

Responses to my provisional decision

Neither party responded to my provisional decision. So there is no reason for me to depart from my provisional findings, and I confirm them here.

My final decision

My decision is that I uphold this complaint. I order Black Horse Limited to pay Mr P £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 29 October 2024.

Richard Wood
Ombudsman