

The complaint

Mr T complains that the caravan he acquired through Black Horse Limited (“BHL”), wasn’t of satisfactory quality. He wants to reject the caravan and end the finance agreement.

What happened

Mr T entered into a hire purchase agreement in May 2022 to acquire a new caravan. The cash price of the caravan was £30,125, and after taking account of the advanced payment, the credit provided totalled £20,000. The total repayable was £40,549.80 and was to be repaid through the credit agreement which was set up over a 120-month term with monthly payments of £253.54.

Mr T told us:

- He acquired the caravan and has only used it about five times, but about 27 months after acquisition, he came to sell the caravan and noticed water ingress and damp;
- he tried to arrange repairs, but the supplying dealership said he wasn’t covered by the warranty because he’d not serviced the caravan, so the warranty was void;
- he wants to reject the caravan and get his money back – he’s stuck with a caravan that he cannot sell or repair, and it’s not fit for purpose;

BHL rejected this complaint. It said more than two years had elapsed since it supplied the caravan, and it had seen no evidence to suggest that the fault he complained about was present or developing at the point of supply.

BHL said it had spoken with the supplying dealership, and it had been told that there’d been no contact with Mr T since the day he bought the caravan more than two years earlier. And it said he had no valid warranty because the services for 2023 and 2024 had not been undertaken by the supplying dealership or any other approved provider. The supplying dealership told BHL it had looked at the manufacturer’s portal and no servicing had been registered.

BHL noted that Mr T had confirmed he’d had no servicing undertaken because he’d not used the caravan that many times, and it was only when he came to sell it that he noticed the dampness. BHL told Mr T that under the terms and conditions of his agreement he needed to *“keep the [caravan] serviced according to the manufacturers recommendations and any warranty. You must also keep the servicing record and registration document up to date and in your possession”*.

BHL did say that if Mr T were able to provide evidence that any fault with the caravan had been present or developing at the point of supply, it would look at things again.

Unhappy with BHL’s response, Mr T brought his complaint to this Service.

Our Investigator looked at this complaint and said he didn’t think it should be upheld. He acknowledged that there was evidence of damp in the photographs sent in by Mr T, and the independent report he’d commissioned also confirmed the water ingress. But the report did

not confirm that the issues were present or developing at the point of supply in May 2022, and because of this, he could not hold BHL liable for what had happened - he simply did not have enough information to persuade him that the caravan supplied by BHL was not of satisfactory quality.

Our Investigator said he'd thought carefully about the fact that Mr T hadn't used the caravan a lot, but said that even taking this into consideration, he thought Mr T would've reported the problem far sooner than he had. And had he adhered to the servicing requirements, then there may have been the opportunity to identify early signs of deterioration that resulted ultimately in the water ingress.

Mr T disagrees so the complaint comes to me to decide. He says he's disappointed with how long everything has taken, and the damp issue is probably beyond repair – so he's stuck with a caravan that he can neither repair nor sell.

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 our investigator – I don't think this complaint should be upheld, and I'll explain why.

I hope that Mr T won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an *informal* dispute resolution service, and I've concentrated on what I consider to be the crux of this complaint. Our rules allow me to do that. Mr T should note, however, that although I may not address each individual point that he's raised, I have given careful consideration to all of his submissions before arriving at my decision.

When looking at this complaint I need to have regard to the relevant laws and regulations, but I am not bound by them when I consider what is fair and reasonable.

As the hire purchase agreement entered into by Mr T is a regulated consumer credit agreement this Service is able to consider complaints relating to it. BHL is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

Under the Consumer Rights Act 2015 ("CRA") there is an implied term that when goods are supplied "the quality of the goods is satisfactory". The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances.

The relevant law also says that the 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 the goods. So, what I need to consider in this case is whether the caravan *supplied* to Mr T was of satisfactory quality or not.

The CRA also says that, where a fault is identified within the first six months, it's assumed the fault was present when the caravan was supplied, unless BHL can show otherwise. But, if the fault is identified *after* the first six months, then it's for Mr T to show the fault was present when he first acquired the caravan. So, if I thought the caravan was faulty when Mr T took possession of it, and this made the caravan not of a satisfactory quality, it'd be fair and reasonable to ask BHL to put this right.

I don't think there's any dispute that Mr T has experienced problems with the caravan - that has been well evidenced by his testimony and the evidence he's sent us. But just because Mr T has had water ingress and damp issues with it, it doesn't necessary follow that the caravan supplied to Mr T wasn't of satisfactory quality.

BHL would only be responsible for putting things right if I'm satisfied that these faults were present or developing when the caravan was supplied – that is to say, the caravan wasn't of satisfactory quality when Mr T acquired it in May 2022. BHL would not be responsible for faults that develop after the point of supply particularly when they are a result of wear and tear or arise because of a lack of, or poor, maintenance.

In this particular case, it's unfortunate that Mr T did not have the caravan serviced in accordance with the requirements of his agreement with BHL or in line with the manufacturer's recommendations. Mr T said that he hadn't had it serviced because he'd not used the caravan much, and he'd undertaken some repairs and work on it himself.

But, like our Investigator, I have to conclude that had the caravan been serviced, any problems may have been identified earlier and at a less advanced stage, and repairs might've been carried out more cost effectively and possibly under warranty. In any event, servicing wasn't undertaken, and the faults were only identified 27 months after the caravan was supplied, so it was for Mr T to provide evidence that the problems with water ingress and damp were present or developing when the caravan was first supplied in May 2022.

Mr T had the caravan inspected by an independent assessor, and I've read this report with care. Although the inspector is clear on the cause of the water ingress and provides details of the likely route that the water took, they do not conclude that the water ingress is a result of a manufacturing fault; they do not conclude that the caravan was not durable; and they make no finding that the fault was present or developing at the point of supply.

So, on the basis that I'm not persuaded that these faults were present or developing at the point of supply; or that they were the result of previous repairs that subsequently failed; or that the caravan was not durable, I simply can't say that the caravan was of unsatisfactory quality when it was supplied. Accordingly, I can't hold BHL responsible for what's happened, and I do not uphold Mr T's complaint.

I know Mr T will be disappointed with the outcome of his complaint, but I hope he at least understands why I've reached the conclusions that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 2 September 2025.

Andrew Macnamara
Ombudsman