

## **complaint**

Mr C complains the caravan he was supplied with through a hire purchase agreement financed by Black Horse Limited was misrepresented. He says it's not the vehicle he agreed to acquire. He wants a refund.

## **background**

Mr C tells us he acquired the caravan from a dealer, P, a limited company, in June 2016. He says in December 2017 he noticed doors and a cupboard were delaminating. And he says he discovered the caravan was different to that shown on his agreement. He thinks the caravan he was supplied with is six months older than the model he signed for on the agreement - and feels he should be refunded.

Black Horse told us it had arranged for the caravan to be inspected by an expert, M, a limited company. The report by M had confirmed the laminate was peeling off some of the doors - but this would not have been present at the point of sale - and was due to wear and tear. It said P had admitted an error in administration in that the vehicle Identification number (VIN) had been incorrectly entered on the agreement. And it said M confirmed it had conducted an identification check - and the vehicle it inspected matched the description of the vehicle which had been financed.

Black Horse said it had not upheld the complaint regarding the peeling laminate as this wasn't present at the time of sale. It said it accepted an administration error over the VIN but felt Mr C hadn't suffered any financial detriment. It offered £25 compensation for distress and inconvenience caused by the error.

Mr C didn't accept this and complained to us.

The adjudicator didn't recommend the complaint should be upheld. He was satisfied, despite the error in the VIN on the agreement, Mr C had been supplied with the vehicle he'd viewed and agreed to buy. And he felt the fault with the laminate was wear and tear as it had been 18 months after Mr C had acquired the caravan that this fault had been reported.

He recognised the offer of £25 compensation was not a significant amount - but didn't feel the error had influenced Mr C's decision to buy the caravan. And he didn't think Mr C had suffered any financial loss as a result of the error.

Mr C didn't agree and said he'd been sold a different vehicle and one which was six months older than he thought. He wanted an ombudsman to make the final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can see Mr C is upset and annoyed at what's happened and I can understand his concern. I'm sorry he's had to experience this worry through no fault of his own.

Mr C's says he was supplied with the "wrong" vehicle and claims it was not of satisfactory quality at the time of supply. Under present legislation Black Horse is liable for any misrepresentation regarding the item supplied and/ or the hire purchase agreement. And it's also liable for the quality of the vehicle supplied. And whilst I don't apply the law I do take it into account. So if I thought there'd been a misrepresentation or the vehicle wasn't of satisfactory quality I'd expect Black Horse to put it right.

Where evidence is incomplete, inconsistent, or contradictory - as some of it is here I have to reach my decision on the balance of probabilities - in other words I decide what probably happened.

The vehicle was inspected by M and it recorded the VIN number on the vehicle. It conducted a Central Registration and Identification Scheme (CRIS) check. This showed the vehicle inspected matched the description on the agreement - although the date of registration was three months earlier than that stated.

The adjudicator and I have tried to ascertain further details regarding the incorrect VIN number. We found the VIN number comprises seventeen digits and when decoded indicates various features which help to identify an individual vehicle. This includes country of manufacture, year of registration and make of vehicle. The VIN on the agreement relates to a different make and model of caravan to that inspected by M.

The evidence indicates to a high degree of probability the caravan supplied to Mr C is the one he thought he was acquiring at the time of supply. The CRIS check in particular is highly persuasive. And I'd have thought Mr C would have noticed if he'd been supplied with a vehicle which was substantially different to the one he expected. So I think the explanation the incorrect details on the agreement are only an administrative error is most likely true - not an indication that the wrong vehicle was supplied.

M identified the delamination but said it was most likely age related delamination of the foil covering on the cupboard doors. It concluded it was likely to be the result of wear and tear. It's to be expected that a five year old vehicle will start to show signs of age and in the absence of evidence to the contrary I've seen nothing to show me the vehicle was not of satisfactory quality when supplied.

So whilst I know it will disappoint Mr C, I've reached the same conclusion as the adjudicator. I believe he was supplied with the caravan he ordered and the delaminating is due to wear and tear. In respect of those issues I'm not upholding the complaint.

Regarding the incorrect information recorded on the agreement I advised Black Horse of my belief it should increase the level of compensation for distress and inconvenience to £50. This reflected the additional error in the registration date which had not been dealt with in its final response letter. Whilst it did not feel able to formally agree it's been made aware that I think the modest increase is justified.

### **my final decision**

For the reasons given my final decision is to order Black Horse Limited to pay £50 to Mr C in respect of distress and inconvenience. That is in full and final settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 September 2018.

Stephen D. Ross  
**ombudsman**