

complaint

Mrs P complains that she was mis-sold a caravan which she got under a conditional sale agreement with Clydesdale Financial Services Limited (trading as Barclays Partner Finance).

background

Mrs P got the caravan in 2013. The agreement says it has a registration date in 2005. But, when considering moving to another site, Mrs P later discovered that in fact it was registered in 2004. She would like to return the caravan and have a full refund.

Our adjudicator did not recommend that the complaint was upheld. She said that the dealer which had supplied the caravan had offered a total of £1,500 in compensation, which she thought was fair and reasonable regarding the incorrect information. Barclays had also now paid Mrs P £150 for trouble and upset caused by conflicting correspondence.

Mrs P disagreed. She did not think the offer was fair. She said the dealer had deceived her and should not be allowed to get away with it. When she had approached it to see if it would buy the caravan back to settle the matter, it only offered £11,000 in part-exchange if she bought a dearer one to replace it. The dealer hadn't even contacted her about the complaint, just ignored her telephone calls and correspondence.

my findings

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

There is no dispute that Mrs P was wrongly told the caravan was a year newer than it actually was. The dealer says that was a mistake made because it is not straightforward to establish the correct date for caravans - though Mrs P clearly thinks the dealer deliberately gave the wrong date. But how the misinformation occurred makes no difference to how I have to consider this complaint, which is about Barclays, not the dealer. And my role is not to punish any organisation involved, but to consider what is fair to remedy matters for Mrs P.

Mrs P would like to return the caravan and have a full refund. I cannot see that that would be justified when she has had over two years use of it, and I have not seen anything to suggest that she was dissatisfied with it until she discovered the incorrect date.

Although I have not seen any written offer to Mrs P from the dealer, Barclays says that the dealer has offered a total of £1,500 comprising:

- £775, which is the difference in list price between a 2004 and 2005 model; plus
- £225 to cover extra interest paid; plus
- £500 as a goodwill gesture.

I understand that that offer is still available and the dealer does not propose to increase it.

I cannot see that the difference in date has meant that Mrs P has had less use or benefit so far from the caravan than she expected when she bought it. But if Mrs P had known she was buying a 2004 caravan she would probably have paid less for it, and paid less interest on the money she borrowed. I have seen evidence to show that the £775 is indeed the difference in

list price between 2004 and 2005 caravans of this type. By my calculation the £225 offered is sufficient to cover the extra interest she will be paying. And I think the additional £500 goodwill payment is fair and reasonable to cover the trouble and upset she has suffered. So overall I think the offer from the dealer is fair and reasonable. I would not expect Barclays to offer more for the mis-selling when it knows that that compensation is available to Mrs P.

I also think that the £150 paid by Barclays in compensation for the rather confusing way it dealt with Mrs P's complaint was fair and reasonable.

So overall, when I understand the offer of £1,500 from the dealer is still available to Mrs P, I cannot see grounds for me to expect Barclays to do more. I appreciate that Mrs P will be disappointed by that. But she does not have to accept my decision. It remains open to her to pursue matters in other ways if she wishes.

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 Mrs P to accept or reject my decision before 2 March 2016.

Hilary Bainbridge
ombudsman