

## **The complaint**

Mrs R complains that Black Horse Limited has supplied her with a caravan under a hire purchase agreement that wasn't of satisfactory quality.

## **What happened**

In November 2021, Mrs R acquired a caravan using a hire purchase agreement from Black Horse. The cash price of the caravan was £24,444. Mrs R paid a deposit of £19,571.67 (made up of a combination of a part-exchange and cash) and the remaining £4,872.33 was financed by the hire purchase agreement. Mrs R was required to pay 60 monthly repayments of £95.98 towards the finance.

Mrs R says that as soon as she took possession of the caravan, she discovered that one of the seat cushions was discoloured. She says she notified the dealership she acquired it from and it agreed to a replacement. In June 2022, Mrs R noticed another cushion had the same discolouration and she made another claim for a replacement, but this was declined. In September 2023, Mrs R complained to say that most of the remaining cushions had the same discolouration and wanted them replaced. She said the replacement cushion she had received in November 2021 wasn't discoloured which demonstrated that the original cushions were faulty from manufacture.

The dealership declined her request for replacements, so Mrs R raised a complaint with Black Horse about the quality of the caravan she had been supplied with. She said as well as the issue with the cushions she'd had other issues with the caravan such as a problem with the cooker, a faulty waste pipe and an issue with the roof. She said those other issues had since been rectified.

Black Horse didn't agree it needed to do anything to put things right. It said that the first time Mrs R had raised any issue with the discolouration was in June 2022, not November 2021. It said there was no evidence to suggest the discolouration was caused by a manufacturing defect or because they were faulty.

Mrs R then referred the complaint to our service. During our investigation, Black Horse agreed to arrange an independent inspection of the cushions by a third party expert. The inspection was carried out and concluded, in summary, that the discolouration wasn't caused by any fault with the cushions or by any manufacturing defect.

Our investigator didn't recommend the complaint be upheld. He said there wasn't any persuasive evidence to demonstrate that the cushions were of unsatisfactory quality and therefore Black Horse didn't need to do anything to put things right.

Mrs R disagreed. In summary, she said that the inspection report had a number of errors in it and was therefore unreliable. She said that she did have a cushion replaced in November 2021 and the fact she still has the old one as well as the replacement demonstrates this to be true.

The complaint has been passed to me for 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.

The agreement is a regulated hire purchase agreement, this service is therefore able to consider complaints relating to it. Black Horse is also the supplier of the caravan under this type of agreement and is therefore responsible for a complaint about its quality.

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

The CRA says the goods are of satisfactory quality if they meet the standard a reasonable person would consider satisfactory, taking into account things such as the description of the goods, the price paid and any other relevant circumstances. The quality of the goods includes things such as their general state and condition, fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability.

The caravan that Mrs R was supplied with was described as new and it cost over £24,000. She has described several issues that she's experienced with the caravan since she acquired it, but I understand all of those issues have already been remedied, except for the discoloured cushions. As the other issues have been remedied, I don't think Black Horse needs to do anything more in relation to those. I've therefore only considered the outstanding issue which is the quality of the cushions.

Mrs R feels strongly that the cushions have a manufacturing defect and that this is evidenced by the one replacement cushion she did receive not suffering from any discolouration. She is essentially saying that the ones that came with the caravan were from a bad batch. I've seen pictures of the discolouration, so I'm satisfied that the cushions are not uniformly the same colour as what they ought to have been when first supplied.

Mrs R says that she had the same issue with one cushion when she first took possession of the caravan in November 2021 and that this was replaced. The dealership doesn't agree this happened. It says it only has a record of replacing a different type of scatter cushion because it had a glue dot on the fabric, not because it was discoloured. The dealership has supplied copies of the various warranty claims Mrs R has made to show that the first claim for discolouration was in June 2022. Mrs R on the other hand says that she is in possession of an extra cushion, including the old discoloured one, demonstrating a replacement was offered, contrary to what the dealership says.

I don't doubt that Mrs R has an additional cushion, however, I don't think this on its own is enough to suggest that the remaining cushions are not of satisfactory quality. The independent third party that inspected the cushions concluded that "*staining has more than likely been picked up from a dirty environment*" and in their opinion was "*not a faulty fabric*". The expert was of the view that this was staining from some external source and could be remedied by a professional clean.

I note that Mrs R has said the expert report has a number of incorrect statements and is therefore unreliable. However, the inaccuracies appear to relate to the sequence of events concerning when issues were first reported by Mrs R to the dealership and whether or not the dealership had already attempted to clean the cushions. None of these things, in my view, mean that the overall conclusion that the cushions are not faulty is unreliable.

But even if I agreed with Mrs R that the report should be disregarded altogether, I don't think

this helps Mrs R. I've not seen anything to persuade me that even if I ignored the expert report it was more likely than not that the cushions were of unsatisfactory quality when they were supplied. Even if I accept that a cushion was replaced in November 2021, this action doesn't prove that the cushion was faulty at the time or that the remaining cushions are. Overall, I've not seen anything to persuade me that the cushions are more likely than not of unsatisfactory quality. Therefore, I don't think Black Horse needs to do anything to put things right.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 6 August 2024.

Tero Hiltunen  
**Ombudsman**