In the London Arbitration Centre LAC Case No.IC4319

The seat of Arbitration is in England & Wales

Under the ADR Procedure for the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015

In accordance with the London Arbitration Centre Rules of Procedure

Date of Award; 12th November 2020

Between;-

LONDON ARBITRATION CENTRE

XXXX XXXXX

The '**consumer**'

And

Experian Limited

The '**trader**'

Final Decision

Introduction

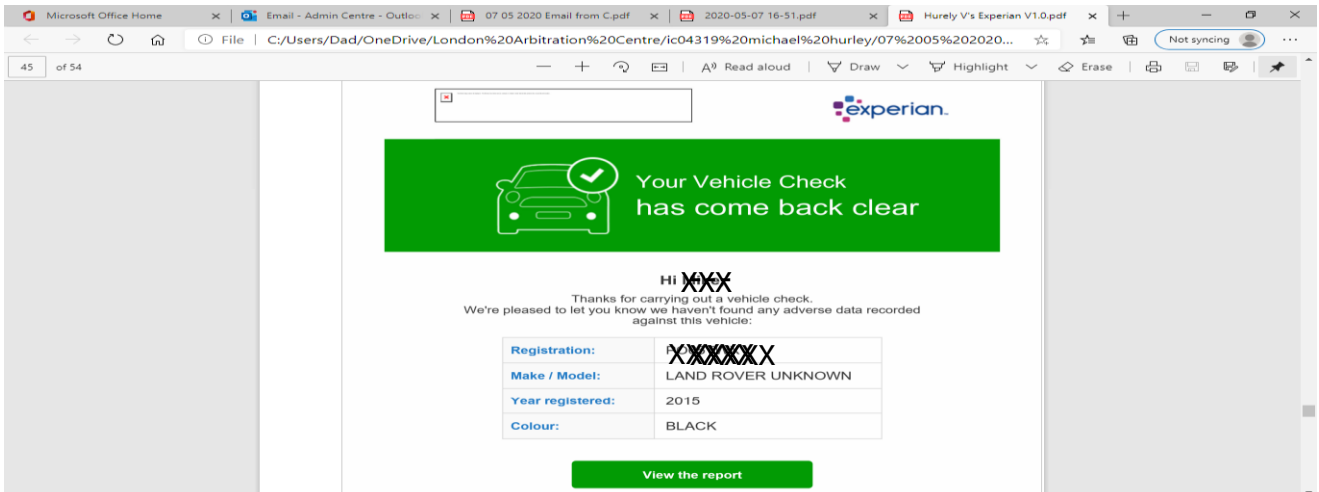
The consumer brings a claim against the trader for losses incurred by him as a result of relying on information contained in a 'vehicle check' report ('the report') provided by the trader. The consumer relied on the accuracy of the information contained in the report before buying a vehicle in a private transaction. The consumer complains that the information contained in the report was inaccurate. The consumer purchased the report through an online vehicles sales platform provided by Autotrader.

There is no dispute that a contract existed between the consumer and the trader and that the consumer entered into the contract as a consumer.

The Facts

At approximately 11.58am on 15th October 2018, the consumer completed the purchase of the report. We know this because the consumer received an email confirmation of the purchase. The amount shown as paid for the report is £14.95.

At the same time and date, the consumer received a second email from the trader. The subject heading of the email stated *Your Vehicle Check has come back clear*. I have added below a screen shot of the email;-



I understand shortly after receipt of the email and the report and on the same date, the consumer entered into a transaction with a private seller to purchase a Range Rover Evoque Dynamic LUX Motor Vehicle. A sale price of £28,000.00 was agreed with the seller. The balance of the purchase price was to be paid on collection of the motor vehicle after payment of a deposit. I have not seen evidence of the payment of the deposit but on 16th October 2018, the consumer made a bank transfer in the sum of £27,500.00 to the seller of the motor vehicle. I accept as correct that the sale price is £28,000.00.

The trade's email and the report

I find as a fact that the trader knew the consumer would rely on the contents of email and the report before making a purchase of the vehicle. Autotrader is a well known vehicle sales platform. The vehicle check report is marketed directly to buyers using the platform.

The report was inaccurate in the following ways;-

- Year of manufacture was *2013* but stated as *2015*;
- "*No plate Changes recorded*" which should have stated that the registration number "*PO65 TWX was registered to this vehicle on 01/12/2015*";
- "*Vehicle has not been recorded as imported or exported*" was incorrect in that "*The Vehicle (had) been recorded as Permanently Exported";*
- "*No mileage data available*" should have read "*Data currently held on the national register indicates that there may be a mileage discrepancy on this vehicle*".

The inaccuracies in the report have been pieced together by the consumer from his own research. I should add here that the year of manufacture is shown as 2015 in a report dated 28th February 2019 provided by a competitor to the trader. This does not alter the fact that the report provided by the trader is inaccurate. Relevance of what is disclosed in a report provided by a competitor goes, in my view, to the merits of any defence that might be available to the trader or for that matter the competitor.

I do not believe the individual inaccuracies themselves make any difference to the claim or to the loss sustained by the consumer. (See also below - the expert appointed to value the motor vehicle stated *(his) background checks identify that this vehicle is a stolen recovered and has most likely been subject to an insurance claim").* My view is that taken together, the email confirmation from the trader that '*your vehicle check has come back clear*' goes to the very subject matter of the contract itself. I understand the claim being made by the consumer, by way of summary, is that the vehicle check should not have come back *clear*.

I have put myself in the shoes of an 'average consumer' within the meaning set out in the Consumer Protection from Unfair Trading Regulations 2008 when looking at the circumstances of the case. I believe an average consumer looking at the email from the trader which I have shown above would read and understand the content as akin to a 'traffic light' signal to proceed with the purchase. An illustrative figure of a tick mark and the use of the colour green both in my opinion convey this meaning. It is reasonable to expect the colour red or the colour orange and an illustrative figure of a cross or exclamation mark (instead of an tick) with comments that *the vehicle check has not come back clear* would have been used by the trader to tell the average consumer not to proceed with the vehicle purchase.

It seems to me that the trader could improve on the way in which it displays the information set out in the email above by explaining what it means by your vehicle check has come back clear. By this, I

don't mean a series of exclusions and limitations but an explanation as to how the vehicle check has achieved the threshold that *the vehicle check has come back clear*.

I have examined the email referred to above in some detail because it is clear to me that the claim by the consumer is that he wanted to know from the trader whether he should proceed with the vehicle purchase. By way of example, an employer may want check if a prospective employee has any previous convictions before hiring the employee. It seems to me that the accuracy of the information supplied goes to the very root of the subject matter. This is not simply a request for information about the subject matter of the contract. The information provided by the trader is the very subject matter of the contract.

A distinction needs to drawn from a case where a buyer of a vehicle receives a representation about the quality of the vehicle from the seller and a contract for information about the quality of a vehicle. In the former example, the subject matter of the contract is the vehicle. In the latter, the subject matter of the contract is the information itself.

On about 3rd March 2019, the consumer sold the motor vehicle in the sum of £19,000.00. I add here that the consumer sold the vehicle to a dealer. I am informed that the dealer had access to the full vehicle history before the dealer made the purchase. I note the sales receipt is made out to *XXXXX XXXXX.* For the purpose of this claim, I have assumed Mrs XXXXX is a connected party and that on the face of it there appears to be a £9,000.00 difference between what the consumer paid for the motor vehicle and the sale price he was able to achieve, albeit to a dealer, approximately 4 months later.

I believe the decision by the consumer to sell the vehicle so soon after the purchase may possibly be because he was *landed* with a motor vehicle he would not otherwise have purchased but for the circumstances of this dispute.

The claim

On about the 4th March 2019, the consumer made a claim against the trader which eventually led to both parties referring the dispute to Alternative Dispute Resolution (ADR) with the London Arbitration Centre Limited (LAC). It is worth reminding the parties that both parties have agreed that the decision of the ADR official appointed by the LAC shall be binding upon the parties in relation to this dispute. The consumer believes the difference between the purchase and subsequent sale price represents his loss as a result of the inaccurate information supplied by the trader.

The Response by the trader

I have set out the Response to the claim by the trader almost in full;-

Mr XXXXX has stated that the correct information for the vehicle was available from other services and he believes we have provided incorrect information on the vehicle check. Mr XXXXX states Experian are liable for this and believes the Vehicle Data Guarantee does not exclude this event being covered. Mr XXXXX states that due to Experian he has lost £9000 and that he is seeking this amount and compensation from Experian. Mr XXXXX has stated he has provided evidence of this loss. It is worth putting this matter into context. Mr XXXXX obtained the vehicle report via the Autotrader website. The Autotrader vehicle report is effectively an Autotrader-branded Experian report, with us contracting with the consumer who orders the vehicle checks. The terms & conditions that the consumer agrees to when performing a check make this clear. It is not possible for someone to obtain a vehicle check without confirming that they agree to the terms & conditions. I have attached a copy of the terms. There are a couple of points to note in particular about the terms & conditions that Mr XXXXX agreed to:

• They explain that Experian obtains the data used for vehicle reports for third parties and therefore, whilst using all reasonable endeavors in procuring that data, Experian cannot be held responsible for the accuracy or completeness of that data. Please see clause 6.

• This exclusion of liability reflects the fact that we have to receive the vehicle data from third parties. Given this, it would not be viable for us to provide a vehicle check service in which we did accept complete responsibility in every scenario for the completeness of the data in vehicle reports.

• Whilst we cannot accept complete responsibility in all scenarios, we have put together the Data Guarantee to give customers added protection where we can - in certain specific scenarios. This does not, however, absolve customer from performing their own inspection and checks on vehicles that they are considering purchasing.

• Clause 7 is the Data Guarantee and clearly sets out the scope of the Data Guarantee, what the Guarantee covers and what it does not cover.

I will now comment on the various separate aspects of Mr XXXXX's complaint, namely: the vehicle registration date; the mileage date; Mr XXXXX's alleged loss.

Vehicle registration date

I have reviewed Mr XXXXX's case and I can confirm that we obtained the registration date of 2015 for this vehicle from the DVLA so they are responsible for the accuracy of this information and for providing this registration date to us. Whilst Mr XXXXX provided you with data from Land Rover, this is not a data source for us and so is not relevant for this matter. In any event, the DVLA is the central and authoritative source of this type of data. After Mr XXXXX first complained to us, as part of our investigation we checked his vehicle registration date online with the DVLA. The date of registration was the same as we had on our system (i.e. that the vehicle was registered in 2015). Mr XXXXX also provided a document to support his assertion. However, this in fact showed the date as being 2015. We advised Mr XXXXX of both of these points. In conclusion, then, the vehicle report provided to Mr XXXXX correctly reflected the vehicle registration date that the DVLA had provided to us. (As an aside, I note that Mr XXXXX has provided you with a vehicle report obtained from a third party. The report shows this same date of 2015 and so confirms the date of 2015 was held and would be reported by companies other than Experian.) Having informed Mr XXXXX of these points, we contacted the DVLA regarding the vehicle registration date and they responded to say that they were amending the vehicle registration date on their system. It therefore seems that the date should have been 2013. We have asked the DVLA how this error occurred, but we have not received a Response from them regarding this. As the vehicle registration data is provided by DVLA, this is not covered by the Data Guarantee and so Mr XXXXX is not eligible to make a claim for this.

Mileage data

Mr XXXXX has stated that the mileage of the vehicle provided on the Autotrader vehicle report does not match the national register as it shows less mileage. I have reviewed this and can confirm that the Autotrader vehicle report does state 'No mileage data available'. This means no mileage data was provided to Mr XXXXX. The 3rd party vehicle report Mr XXXXX has provided to you does show mileage however this is not the Autotrader vehicle report. It is worth noting that the mileage on the 3rd party report decreases over time rather than increasing. If Mr XXXXX could make a claim for inaccurate mileage, the Data Guarantee limits the maximum claim to £250. However, as we have not provided this data to him, he would not be eligible to claim this.

Export Marker

We have advised Mr XXXXX that he is eligible to make a claim under the Data Guarantee for an export marker not flagging on the vehicle when the Autotrader vehicle report was provided. I can confirm that the DVLA do hold a record of this export marker and Experian should have also had a record of it ' the vehicle is marked as 'permanently exported' on the DVLA's database and this should have shown on the Autotrader vehicle report. The DVLA also confirmed that due to there being a 'permanent export' marker on the vehicle, they could not guarantee any mileage associated with the vehicle was correct. Under the Data Guarantee, Mr XXXXX is entitled to make a claim not exceeding £3000 for this information not being included on the Autotrader vehicle report. Mr XXXXX has not made a claim for this.

Alleged loss

Even if Mr XXXXX could establish that, in principle, he had a valid Data Guarantee claim regarding the registration date or mileage, he would need to evidence his losses. I have reviewed this again and can confirm that Mr XXXXX has never provided evidence of a loss. He has provided you with a sales receipt for the re-sale of the vehicle with a decrease of £9,000 from the amount he paid for the vehicle. However, this is not proof of any loss and only shows the amount he agreed to re-sell the vehicle for. This means I did not accept a sales receipt as evidence of loss. Regarding the mileage data aspect, even if Mr XXXXX could establish a valid claim, the maximum we would be able to pay him under the Guarantee is £250.

Conclusions

As the vehicle registration and mileage data was provided to Experian by the DVLA, Mr XXXXX is not eligible to make a claim under the Vehicle Data Guarantee. Our Responses to Mr XXXXX to date have been correct in their decision. The evidence Mr XXXXX sent you indicates that the 2015 date was held and reported by vehicle report companies other than Experian. This contradicts Mr XXXXX's assertions on this aspect. To confirm, I am unable to provide Mr XXXXX with the £9,000 compensation he has requested as he has provided no evidence to show financial loss for the vehicle and also due to this matter not being covered by the Vehicle Data Guarantee as the data Mr XXXXX is referring to was provided to Experian by the DVLA.

<u>The Reply by the consumer</u>

The consumer replied to the Response using his right to do so in accordance with LAC procedure. The consumer drew out for my attention the statements he had relied upon from the trader in making the purchase of the report. He has set out the key information relevant to him from the features of the vehicle report, i.e. the year of manufacture and mileage status. I consider the statements by the trader before the consumer purchased the report 'misrepresentations' about the subject matter of the contract, namely the accuracy of the information.

The consumer quite fairly points to terms and conditions that were brought to his attention which purported to limit the legal obligations. The consumer states that the year of manufacture and mileage status are not specifically excluded from the 'Data Guarantee' which offers compensation to the consumer in the event of loss in specified circumstances.

<u>The law</u>

Oscar Chess Ltd v Williams 1957 1 WLR 370

Facts of the case - A consumer who was buying a car was asked by the dealer to state the age of the car being given in part exchange. He said it was a 1948 model but was in fact a 1939 model. The dealer sued the consumer for damages.

The Court of Appeal held that the statement made by the consumer was a representation and not a warranty. No damages could be awarded. Lord Denning stated;

"*if,…the seller, when he states a fact, makes it clear that he has no knowledge of his own but has got his information elsewhere and is merely passing it on it is not so easy to infer a warranty.*"

It seems to me that this is not a case of misrepresentation where the *misrepresentation* is the supply itself. By this, I mean the subject matter of the supply is the information or the data which has turned out to be incorrect. I should add here for the benefit of non lawyers that the remedies available for misrepresentation are limited. I do not propose to go into the law of misrepresentation here.

It is also worth understanding the nature of the supply. The report provided by the trader is the accumulation of different data which is provided to the consumer in the form of *data* or *digital content*. Under the Consumer Rights Act 2015 "*Digital content" means data which (is) produced and supplied in digital form*. In my opinion, the supply by the trader is both digital content and a service.

The service is the work carried out by the trader collating the information and then forming an opinion on it- '*your vehicle check has come back clear'* and the digital content is the report itself. The nature of the supply by the trader significantly widens the application of the Consumer Rights Act 2015.

Consumer Rights Act 2015

Section 34 Digital content to be of satisfactory quality

(1) Every contract to supply digital content is to be treated as including a term that the quality of the digital content is satisfactory.

(2) The quality of digital content is satisfactory if it meets the standard that a reasonable person would consider satisfactory, taking account of—

(a) any description of the digital content,

……

(3) The quality of digital content includes its state and condition; and the following aspects (among others) are in appropriate cases aspects of the quality of digital content—

(a) fitness for all the purposes for which digital content of that kind is usually supplied;

Section 35 Digital content to be fit for particular purpose

(1) Subsection (3) applies to a contract to supply digital content if before the contract is made the consumer makes known to the trader (expressly or by implication) any particular purpose for which the consumer is contracting for the digital content.

(2) ..

(3) The contract is to be treated as including a term that the digital content is reasonably fit for that purpose, whether or not that is a purpose for which digital content of that kind is usually supplied.

Section 36 Digital content to be as described

(1) Every contract to supply digital content is to be treated as including a term that the digital content will match any description of it given by the trader to the consumer.

Section 47 Liability that cannot be excluded or restricted

(1) A term of a contract to supply digital content is not binding on the consumer to the extent that it would exclude or restrict the trader's liability arising under any of these provisions—

(a) section 34 (digital content to be of satisfactory quality),

(b) section 35 (digital content to be fit for particular purpose),

(c) section 36 (digital content to be as described),

(d) section 37 (other pre-contract information included in contract), or

(e) section 41 (trader's right to supply digital content).

(2) That also means that a term of a contract to supply digital content is not binding on the consumer to the extent that it would—

(a) exclude or restrict a right or remedy in respect of a liability under a provision listed in subsection (1),

(b) make such a right or remedy or its enforcement subject to a restrictive or onerous condition,

(c) allow a trader to put a person at a disadvantage as a result of pursuing such a right or remedy, or

(d) exclude or restrict rules of evidence or procedure.

Section 49 Service to be performed with reasonable care and skill

(1) Every contract to supply a service is to be treated as including a term that the trader must perform the service with reasonable care and skill.

Section 57 Liability that cannot be excluded or restricted

(1) A term of a contract to supply services is not binding on the consumer to the extent that it would exclude the trader's liability arising under section 49 (service to be performed with reasonable care and skill).

The Application of the law to the facts

I have attached a full copy of the trader's terms and conditions to this final decision as an Annex. This is because the terms and conditions are relied upon by the trader in defence to the claim are therefore of major significance in this decision.

Clause 6 of the traders terms and conditions

The trader relies upon clause 6 headed *Warranties & Disclaimers*. My first observation is that this clause omits reference to the Consumer Rights Act 2015. I say this because the trader says "*Nothing in the terms and conditions shall limit or exclude our liability to you for…….breach of*

any obligation implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982." Of course, since 1982 we have had the Consumer Rights Act 2015. I don't consider the Consumer Rights Act 2015 to be a new piece of legislation. It has already been in force 5 years and I would have assumed the trader to be familiar with the operation and effect of this legislation.

I find that the trader has not given proper consideration to the legal nature of the supply being made by it to the consumer. The trader is not making representations about the vehicle but the very root of the contract is the information or data itself. I also believe the words used by the trader '*Data Guarantee*' in its terms and conditions make '*Digital Content'* self evident.

The trader says (under clause 6) "*..information which is provided to you as part of the Vehicle Check service ...has been supplied to us by third parties, and Experian therefore cannot and does not promise that (nor can it be held responsible for ensuring that) any information ...is correct, accurate or complete."*

I distinguish the facts of this case to the facts of *Oscar Chess Ltd v Williams 1957 1 WLR 370* set out above. In that case the subject matter of the contract was the vehicle. In this case, the subject matter of the contract is the information itself.

Following on, I find that the trader does intend to limit or exclude its liability under the Consumer Rights Act 2015 by clause 6 of the trader's terms and conditions. I also find that the trader relies on terms and conditions which are outdated.

I find that the trader's attempt to restrict or limit liability by virtue of clause 6 of its terms and conditions is ineffective by reason of Section 47 and 57 of the Consumer Rights Act 2015. Liability by the trader to the consumer cannot be restricted or excluded.

I ask myself by way of a rhetorical question whether Section 47 or Section 57 can be disapplied where a service is provided by the trader is ultimately a service provided by a third party which the trader sells onto to the consumer for a fee ? Does this make any difference ? The answer must be no. My view is that it matters not whether the information supplied by the trader is information from its own effort or research or that of a third party.

A simple analogy explains why the argument by the trader that its reliance on third parties for information is not a valid defence to the claim. A supermarket sells a tin of baked beans manufactured by a popular brand. If the beans turned out bad when the tin is opened, the supermarket cannot exclude its liability on the basis that the can of beans was supplied to them by a third party. The only legal implication which arise from this scenario is that the supermarket would be able to seek an indemnity from the manufacturer or supplier of the baked beans under its own contract with them.

It is precisely because of this principle of indemnity, I asked the trader for information about the source of information in my Directions Order dated 1st June 2020. I ask the trader *to specify..whether it paid for information provided by DVLA (through either an individual or collective arrangement) which it then sold on to the consumer in this case and/or is there a contractual agreement in place between trader and DVLA for the provision of such information.* I did not get any meaningful answer to this request for information such that the chain of liability has been broken. It is my view that the trader has a like for like claim against the supplier of the information but it cannot exclude or restrict liability to the consumer because of the chain.

In any event, it could equally be argued that the trader did not select the right third party from which to source its information and therefore failed to use reasonable skill and care this way. The consumer was able to source information from the Ranger Rover to confirm the year of manufacture was 2013.

The argument could equally have been made that the trader should have sourced information relating to the year of manufacture from the manufacturer and not DVLA.

In summary under this point, I find that clause 6 of the traders terms and conditions is void by reason of Section 47 or Section 57 of the Consumer Rights Act 2015 and therefore I find that the trader is liable to the consumer for the inaccurate information contained in the second email dated 15th October 2018 and the report.

Clause 6 & 7 of the traders terms and conditions

Section 30 of the Consumer Rights Act 2015 deals with guarantees provided by traders on the sale of goods to consumers. There are no corresponding provisions dealing with guarantees for digital content or services.

I propose to set out the nature of a guarantee in order that clause 7 of the traders terms and conditions can be properly understood. A guarantee is an undertaking or a promise to the consumer. It does not cut down the consumers rights against the trader.

Under clause 6 the of the traders terms and conditions, the trader states; -*..information which is provided to you as part of the Vehicle Check service ...has been supplied to us by third parties, and Experian therefore cannot and does not promise that (nor can it be held responsible for ensuring that) any information ...is correct, accurate or complete."*

And then continues;-

"..However, the Vehicle Check service does provide you with the Data Guarantee in respect of certain financial losses, the terms of which are set out below at Section 7 (Data Guarantee). All you need to do to take advantage of the Data Guarantee is to register....".

The trader states in its Response to the claim;-

Whilst we cannot accept complete responsibility in all scenarios, we have put together the Data Guarantee to give customers added protection where we can - in certain specific scenarios. This does not, however, absolve customer from performing their own inspection and checks on vehicles that they are considering purchasing.

• Clause 7 is the Data Guarantee and clearly sets out the scope of the Data Guarantee, what the Guarantee covers and what it does not cover.

Confusingly, however the trader also stated in the Response;-

As the vehicle registration and mileage data was provided to Experian by the DVLA, Mr XXXXX is not eligible to make a claim under the Vehicle Data Guarantee.

This would appear be a direct contradiction to the stated purpose of the Data Guarantee.

I propose to address the trader's argument about the reference to the Data Guarantee in clause 6 and 7 and the trader's terms and conditions by reference to another well known case involving a Range Rover Vehicle.

Rogers -v- Parish (Scarborough) Limited 1987 QB 933

Mr Rogers bought a Range Rover for £16,000.00. It was sold as new but had various defects including with the engine. In the 6 months following delivery, Mr Rogers drove that car some 5000 miles while unsuccessful efforts were made to rectify the defects. At the end of that period he rejected the car

and claimed the return of his payment and damages on this basis that the car was unmerchantable. The sellers argued, amongst other, that the car was not rendered unmerchantable by reason of a manufacturers guarantee (or warranty) which allowed Mr Rogers to have the defects rectified free of charge.

Mustill J dismissed this argument about the effect of a guarantee. He stated "*Can it really be right to say that the reasonable buyer would expect less of his new Ranger Rover with a warranty than without one ? Surely, the warranty is an addition to the buyer's rights, not a subtraction from them, and, it may be noted, only a circumscribed addition since it lasts for a limited period and does not compensate the buyer for consequential loss and inconvenience……."*

Applying the same rationale, I find that Data Guarantee provided by the trader in no way reduces the obligations upon the trader to supply services with reasonable skill and care and provide the digital content in a satisfactory quality under Section 34 and/or fit for purpose under Section 35 of the Consumer Rights Act 2015.

Having dismissed the argument by the trader that they have a defence by virtue of clause 6 of their terms and conditions or the offer of a guarantee makes any difference to the defence, I see no reason to go further and see whether the trader is in breach of its guarantee obligations. The statutory rights of the consumer are much wider than the limited compensation available to the consumer under the Data Guarantee.

<u>The loss sustained by the consumer</u>

Early in the procedure, I recognised that the trader was correct in its argument that the difference in the purchase and sale price of the motor vehicle could not represent the actual loss sustained by the consumer. For one thing, all cars depreciate in value over time. It could not be said how much the car had deteriorated or depreciated in value during the course of the approximately 4 months the vehicle was in the ownership of the consumer.

I asked both parties to appoint an expert on vehicle valuation who could advise on this issue. An expert was duly instructed by LAC and a valuation carried out by him as at the valuation date of 15th October 2018. The expert was shown the report and advised about the information in the report which should be interpreted in the light of what should have disclosed. The expert was also shown photographs of the vehicle. As a consequence of the valuation carried out by the expert, the vehicle was valued at £23,452.00. This being £4,548.00 less than the £28,000.00 paid by the consumer. This in my view, represents the loss incurred by the consumer. This means the consumer paid £4,548.00 more than he should have done but for the errors contained in the report and as such he is out of pocket by this sum.

Following receipt of the expert opinion on the valuation, the consumer queried the mileage information used by the expert in reaching his conclusion. The expert pointed to his instructions that the valuation should be based upon the statement that a discrepancy existed in the mileage of the vehicle and not a specific mileage. The instructions to the expert had been drafted by the LAC after consultation with both parties as to the content. By email dated 4th November 2020, the expert stated;-

The only way the value would be reviewed would be if the instructions were amended and a second fee would be required to do so. This would require instructions from Mr Sadiq.

The instructions would have to state the specific mileage that the vehicle is to be valued at, however I do stand by the report as presented in it's present form and would not amend it unless instructed to do otherwise.

By email of the same date the consumer stated he was happy to fund a second valuation. When asked to comment, the trader advised that they would not agree with a second valuation. I have determined that it is not appropriate for a second valuation to be carried out. This is because the expert has stated that his valuation would only be different if his instructions were amended to stipulate a specific mileage should be relied upon. It is not possible to do this because of the facts of the case. The report provided by the trader did not contain any detail about mileage.

The only other aspect which remains is the cost of the expert opinion. Each party was ordered to pay half the expert fees charged by him at £175.00 each until the final determination of this claim. Even though the expert valued the vehicle in the sum that he did, this still beats the position taken by the trader that no compensation was payable to the consumer. The expert opinion on valuation has enabled me to quantify the loss. I am also going to order under rule 15 of the LAC rules of procedure that the trader to pay £175.00 to the consumer as reimbursement of the cost of the expert opinion.

I HEREBY ORDER the trader to pay the consumer £4,723.00 (being £4,548.00 plus £175.00) within 28 days of the date of this final decision.

Dated 12th November 2020

Signed……..

Ayub Sadiq

ADR Official appointed by the London Arbitration Centre Limited