

The complaint

Miss P complains that the vehicle she acquired through a conditional sale agreement financed by Moneybarn No.1 Limited trading as Moneybarn wasn't of satisfactory quality. She wants the money she's paid to be refunded and compensation.

What happened

The facts are well known to the parties so I'll only summarise them.

Miss P tells us that within a few days of acquiring the vehicle she reported a problem with the airbag light. She says that she was later assured by one of the dealership's garages that everything was repaired and fine. In May 2019 Miss P states that the vehicle failed an MOT test due to problems with the airbag. She says that Moneybarn wouldn't assist other than one payment relating to the front rear wishbone bushes. Miss P has explained that she couldn't afford the repairs and repayments along with her additional travelling costs. And she asked Moneybarn to collect the vehicle. She says she's now been left in debt.

Moneybarn issued a final response letter (FRL) to Miss P in which it confirmed that she had acquired the vehicle in August 2018 through a conditional sale agreement. The FRL rejected her complaint other than for one item regarding the front rear wishbone bushes for which it said it would pay £180. And it said that the other items were wear and tear related.

Our investigator didn't think the complaint should be upheld. He pointed out that the vehicle had travelled over 25,000 miles since supply. And he didn't think there was sufficient information to say it hadn't been of satisfactory quality at the time of supply.

Miss P wasn't satisfied with this outcome. As it's not been possible to resolve this complaint an ombudsman's been asked to make the 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.

I'm sorry that Miss P experienced problems with this vehicle. And I understand that she'd be upset at the additional expense she faced. Unfortunately, with older, high mileage vehicles the risk of things going wrong is that much greater than with less used models.

I'm aware that Miss P is also not happy that Moneybarn is chasing her for the debt and she says it's adding charges. But as I'm unable to see that this formed part of the original complaint to Moneybarn, it's not something I can deal with here. Miss P may want to consider making a separate complaint about this aspect with Moneybarn.

Moneybarn hasn't provided any information directly to this service in relation to this complaint. So I'm relying on what Miss P has told us and the documentary evidence she's supplied along with what I found when researching the vehicle's MOT history.

Where information is incomplete, unclear or contradictory - as some of it is here - I reach my conclusions on the balance of probabilities. That is, what I think is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

Miss P's conditional sale agreement is a regulated consumer credit agreement and our service is able to consider complaints relating to it. Moneybarn supplied the vehicle so it's responsible for complaints about the quality of the vehicle.

I don't apply the law - directly - but I do take it into account. Relevant law here includes the Consumer Rights Act 2015 (CRA). The CRA states that in order to conform to contract goods must be of satisfactory quality when supplied.

Satisfactory quality is defined as being what a reasonable person would consider to be satisfactory. And this would include aspects of price, previous use and durability.

When supplied to Miss P the vehicle was around seven years old with 92,000 miles covered. So it's to be expected that various parts of the vehicle will probably require replacing sooner rather than later. And I can see that Miss P replaced brake discs and pads in May 2019. These would be considered to be wear and tear items.

Miss P reported an airbag light fault shortly after acquiring the vehicle. I'm not sure what if any repairs were carried out. I've not been supplied with any job sheets. But I infer that this issue didn't affect the running of the vehicle until the MOT failure.

At the time of the MOT failure on 8 May 2019 the odometer reading recorded was 117,150 miles. So the vehicle had covered around 25,000 miles since supply. This is well above average mileage for normal domestic use.

The MOT failure was based on the airbag being non-operational, and issues with a faulty front lamp; and both front suspension arm bushes being excessively worn. And there was a tyre below the legal tread depth.

None of the MOT history records any previous issue with the airbag. And whilst there are various items mentioned in previous advisories those are largely related to maintenance items which are identified as likely to require attention in due course.

I've concluded that the most likely reason for the vehicle failing its MOT in May 2019 was the gradual deterioration of items due to wear and tear. By any standards, the vehicle was able to cover substantial mileage after supply before the need for repairs was identified. And the repairs which were needed relate to items which might reasonably be anticipated to require maintenance or replacement in a vehicle of this age and mileage history.

I accept that Miss P will be disappointed at this outcome. And I note that she's said she's going to take legal action against Moneybarn if the complaint isn't upheld. It's up to Miss P to decide what steps she may wish to take. But my decision brings to end the involvement of this service.

I find that there's insufficient information to show that the vehicle wasn't of satisfactory quality at the time of supply to Miss P. Accordingly, I'm not upholding this complaint.

My final decision

For the reasons given above my final decision is I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept

or reject my decision before 23 July 2021.

Stephen Ross
Ombudsman