

The complaint

Mr A complains that a van that was supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality. His wife is also involved with his complaint.

What happened

A used van was supplied to Mr A under a conditional sale agreement with Moneybarn that he electronically signed in November 2019. He contacted Moneybarn about issues with the van in December 2019. He returned the van to the dealer for some repairs and paid for some work on the handbrake by a third party. He complained to Moneybarn in February 2020 about issues with the van, including with its brakes, transmission, windscreen and internal plywood lining – and said that he wanted to reject the van. It arranged for it to be inspected by an independent expert in March 2020 – but the inspection report concluded that the faults wouldn't have been present when the van was supplied to Mr A. Moneybarn didn't agree that Mr A could reject the van so he complained to this service.

Our investigator didn't recommend that his complaint should be upheld. He thought that the problems were due to a reasonable level of wear and tear for the number of miles the van had completed and that it was of satisfactory quality when it was supplied. He didn't think that it would be fair to ask Moneybarn to do anything more to resolve Mr A's complaint.

Mr A has asked for his complaint to be considered by an ombudsman. He says that there was a transmission problem when the van was supplied to him and it was with the dealer for repairs for six weeks. He says that the issue wasn't diagnosed until the van was taken to a manufacturer's dealer. He says that the van wasn't in a satisfactory condition when it was supplied to him and he's had persistent problems with it.

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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Moneybarn, as the supplier of the van, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr A - whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the van and the price that was paid for it;
- satisfactory quality also covers durability which means that the components within the van must be durable and last a reasonable amount of time – but exactly how long that time is will also depend on a number of factors;
- the van that was supplied to Mr A was about three and a half years old, had been driven for about 97,000 miles and had a price of £13,885.60;
- Mr A says that there was a transmission problem when the van was supplied to him and that it was returned to the dealer for six weeks for repairs;

- he contacted Moneybarn about issues with the van in December 2019 and said: *"I am not happy with the van. I have had it less than 2 weeks and there are multi problems"*;
- the dealer said in January 2020 that the van received fresh oil and a filter service, passed an MOT test and had a full pre-delivery inspection before it was supplied to Mr A and it authorised a three month warranty from that date free of charge;
- Mr A complained to Moneybarn about the van in February 2020 and it arranged for it to be inspected by an independent expert in March 2020 – the inspection report recorded the van's mileage as 108,358;
- it said: *"We could not physically fault the vehicles transmission to any degree at the time of our inspection"*; and: *"... the vehicles braking system does require immediate attention"* - it also said that there were issues with the plywood in the load space and the windscreen but they were *"not uncommon or unexpected"* and that: *"Taking into consideration the time and mileage elapsed since the point of finance inception the faults would not have been present or developing at that time"*;
- Mr A didn't agree with the report's conclusions but he'd been able to use the van to drive more 11,000 miles between November 2019, when it was supplied to him, and March 2020, when it was inspected, and he says that the van was with the dealer for six weeks during that time;
- I'm not persuaded that it's likely than he'd have been able to drive more than 11,000 miles in the van in four months if they'd been issues with the transmission and brakes that caused it not to have been of satisfactory quality when it was supplied to him;
- the van passed an MOT test in November 2019, before it was supplied to Mr A, and again in November 2020 when it's mileage was recorded as 109,755 – although advisories were noted in November 2020, including *"slight chips in windscreen"*, they didn't cause the van to be of unsatisfactory quality at that time;
- Mr A had provided evidence of repairs to the van by a manufacturer's dealer in June 2020 and says that he paid £937.22 for repairs to the transmission, including renewing a hydraulic pump and £123.61 for dealing with defects identified on a visual health check including a brake pad sensor and a handbrake adjustment;
- he's also provided evidence of repairs to the gearbox in October 2020 costing £6,025.18 which he says were made under a warranty;
- it's clear that there have been issues with the van and I sympathise with Mr A for the issues that he's had with it and for the repair costs that he's incurred (or will incur) but he was able to drive more than 11,000 miles in the van within four months of it being supplied to him and the independent expert couldn't fault the van's transmission in March 2020 after Mr A had been able to drive 11,000 miles in it;
- the dealer provided Mr A with a three month warranty free of charge and the van's transmission was repaired (which he says was under a warranty) in October 2020 but, I'm not persuaded that there's enough evidence to show that the van wasn't of satisfactory quality when it was supplied to him; and
- I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to allow Mr A to reject the van, to pay for any repairs to the van, to pay Mr A any compensation or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 August 2021.

Jarrold Hastings

Ombudsman