

## **The complaint**

Mr M complains about the quality of a van he has been financing through an agreement with Moneybarn Limited ("Moneybarn").

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead I'll focus on giving my reasons for my 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 know it will disappoint Mr M and I was very sorry to hear about the problems he's been having, but I'm afraid I agree with the investigator's opinion. Please let me explain why.

Where the information I've got is incomplete, unclear, or contradictory, as some of it is here I have to base my decision on the balance of probabilities.

I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.

Mr M acquired his van under a conditional sale agreement. This is a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The relevant law says, amongst other things, that the van should have been of satisfactory quality when supplied. If it wasn't then Moneybarn, who are also the supplier of the van, are responsible. The relevant law also says the quality of goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, the price and all the other relevant circumstances.

In a case like this which involves a van the other relevant circumstances would include things like the age and mileage at the time the van was supplied to Mr M. The van here was about seven years old and had already completed about 94,000 miles. So, I think a reasonable person would expect quite a bit of wear and tear.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when Moneybarn were responsible for its quality, unless they can demonstrate otherwise.

I can see that Moneybarn tried to establish whether the faults with the van had been present at the point of supply. Their system notes show they asked Mr M for permission to arrange an independent inspection of the vehicle in May and June 2020.

Whilst I understand how disappointing it would be for Mr M to have experienced these problems so soon after collecting the van I don't think it was unreasonable for Moneybarn to want to conduct further investigations. They were only responsible for defects that were present or developing when the van was supplied and there appeared to be evidence that the failure was caused by an unsatisfactory repair.

Moneybarn made their initial assessment of liability based on the information they had available to them, as they hadn't been given permission by Mr M to organise an independent inspection. The dealership had suggested that Mr M had made adaptations that had starved the engine of water and on that basis I can understand Moneybarn's position that they thought the head gasket would likely have failed because of this.

Moneybarn didn't support Mr M's claim that the tyres or brakes were deficient when supplied either. They based that opinion on the fact the van had passed an MOT the day before it was supplied and with no advisories. I think that was a reasonable conclusion to reach. I think it's likely the tyres and brakes were all of a roadworthy standard when supplied, as the MOT said so.

Mr M also complained that the jack hadn't been supplied with the van. The independent inspector noted a jack was on the front seat of the van when he completed his inspection, so I'm not persuaded there is sufficient evidence the jack wasn't supplied. And, even if I'm wrong about that, I think the presence of the jack would have been something that would have been clearly noticeable when Mr M looked at the van prior to agreeing to the deal; I think it's reasonable to suggest Mr M therefore accepted the van in that condition.

A limited independent inspection of the van was arranged after Mr M got in touch with this service. The inspector couldn't access the van because the keys weren't available. He noted that a new hose and retaining clip had been fitted to the van's water pump. On that basis, and when considering the report from the dealership that the van had been starved of water, he was persuaded it was therefore most likely the van's coolant system had been compromised at some point after supply. I am therefore persuaded by his expert opinion that there is insufficient evidence this van was of unsatisfactory quality.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 February 2022.

Phillip McMahon  
**Ombudsman**