

The complaint

Mr C 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 C, but 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 C 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 C. The van here had already completed about 103,000 and was nearly seven years old 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 the van's quality, unless they can demonstrate otherwise.

Here I'm persuaded that Moneybarn have been able to demonstrate otherwise. They commissioned an independent report and the engineer thought the issues identified with the steering and suspension were related to normal wear and tear for a vehicle of this age and mileage. He couldn't replicate some of the issues that Mr C complained of such as the warning lights or faulty door mechanism and, whilst I note he wasn't able to drive the van to consider if there was an issue with the gearbox, I don't think Mr C has brought any other significant evidence that there is such a fault. I note, in particular, that the job sheet from the garage that was provided in July 2021 only mentioned suspension and steering issues. That would suggest there wasn't a problem at that time and the absence of any related fault codes when the independent inspector looked at the van would support that finding.

So, overall, I'm not persuaded there is sufficient evidence this van was supplied in an unsatisfactory condition and I don't think it would be reasonable to ask Moneybarn to take any additional action.

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 C to accept or reject my decision before 24 March 2022.

Phillip McMahon
Ombudsman