

The complaint

Mr L complains about the quality of a scooter that was supplied to him under a conditional sale agreement with Moneybarn No. 1 Ltd, trading as Moneybarn.

What happened

On 15 February 2022 Mr L took out a conditional sale agreement with Moneybarn for a three-wheeled scooter. At the time, this scooter was just under four years old and had travelled around 8,000 miles. The cash price was £6,048. Mr L told us that he paid extra to have it delivered to his home because he'd never ridden a motorbike before. He said it arrived five days later.

Mr L said he drove the scooter for around two and a half weeks without any problems. But he told us that, whilst he was waiting at traffic lights one day, it fell over into the dual carriageway. After he'd managed to get the scooter to the side of the road, Mr L said he could see one of the front wheels was significantly higher than the other. He provided a photo showing the wheel in this position.

Mr L said he complained to the dealer that the right front wheel had locked in the raised position - but they said this couldn't happen. On 16 March 2022 Mr L complained to Moneybarn.

Moneybarn sent their final response to Mr L's complaint in July 2022. They said the dealer had asked Mr L to take the scooter back so they could give it a thorough check and explain how the front wheel-locking mechanism works. Moneybarn said they'd emailed Mr L twice, asking for his permission to share his details with an independent engineer so they could arrange to have the scooter inspected. They said that, as Mr L hadn't taken up either of these offers, they were unable to uphold his complaint.

Unhappy with this response, Mr L brought his complaint to us. He told us that he hadn't ridden the scooter since the incident because he felt it was dangerous. He said he'd made a statutory off-road notification, cancelled the road tax, and stopped making payments to Moneybarn. He said Moneybarn were chasing him for payment.

Our investigator said that, as the scooter hadn't been inspected, she was unable to say whether it was faulty. She didn't feel the photo Mr L had provided was enough to persuade her that it wasn't of satisfactory quality.

Mr L disagreed with our investigator's view. He said he was concerned that, if he'd agreed to an inspection, they'd simply say there was nothing wrong with it. He stressed that he wasn't prepared to get back on the scooter - regardless of what any inspection found.

Mr L said he'd only covered around 200 miles since he got the scooter because he hadn't used it at all after he fell off it. He said he believed it had a hydraulic fault- and that the photo he'd provided showed this. Mr L felt his consumer rights had been ignored.

Mr L asked for an ombudsman to review things again. So, the case has come to me for a 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.

Mr L's complaint is about a scooter supplied under a conditional sale agreement. Entering into consumer credit contracts like this as a lender is a regulated activity. So, I'm satisfied I can look into this complaint.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there's an implied term that the quality of the goods is satisfactory.

The CRA says the quality of goods includes their state and condition. It says things like fitness for purpose, appearance and finish, freedom from minor defects, and safety can be aspects of the quality of goods.

Where a business has supplied goods that aren't of satisfactory quality, the CRA explains the actions the consumer is entitled to take to enforce that right. So, my starting point is to consider whether there's evidence showing that this scooter wasn't of satisfactory quality.

Mr L believes the scooter has a hydraulic fault. He's shown us a close-up photo of the front wheels, showing the issue he's complaining about. I've examined this photo carefully. The scooter appears to be stationary, parked off the road. I can see that the right-hand front wheel isn't touching the ground. But I'm unable to assess from this photo whether the scooter has a fault – or whether the wheel is in this position due to user error.

In the absence of supporting evidence about this, I'm not persuaded that this scooter has a fault.

Mr L feels his consumer rights have been ignored. He's told us that he's been advised he had the right to reject the scooter because he told Moneybarn about this problem within 30 days. But as I've explained, Mr L would only have the right to reject the scooter if it was found to have a fault that meant it wasn't of satisfactory quality.

I've considered whether Moneybarn did enough to look into whether the scooter had a fault.

Moneybarn have told us that the dealer offered to check the scooter over and show Mr L how the front wheel locking mechanism works. Moneybarn provided copies of emails they sent to Mr L, dated 7 June 2022 and 6 July 2022, which I've reviewed. I've seen that they advised him that they'd like to arrange an independent inspection of the scooter and asked his permission to share his contact details with the inspector.

I've also seen a copy of Moneybarn's letter to Mr L dated 15 July 2022, setting out their response to his complaint. They explained again that they'd like to arrange an independent inspection of the scooter to establish whether there was a fault with it. They confirmed that they'd pay for this inspection. Although Moneybarn's letter informed Mr L that they'd be closing his complaint, I've seen that they invited him to contact them within the following five days if he wished to accept their offer of an independent inspection.

Having reviewed this evidence, I've seen that Moneybarn made three offers to arrange an independent inspection of the scooter at no cost to Mr L. He hasn't accepted this, so I wouldn't expect Moneybarn to do anything more.

I appreciate Mr L feels an inspection arranged by Moneybarn wouldn't be impartial. But if he didn't want to accept Moneybarn's offer, I think Mr L could have arranged his own independent inspection of the scooter to confirm whether there's a fault with it.

My final decision

For the reasons I've explained here, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 January 2023.

Corinne Brown
Ombudsman