

## **The complaint**

Miss S complains about the quality of a van she has been financing through an agreement with Moneybarn No. 1 Limited (who I'll call "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 Miss S, but I don't think Moneybarn need to take any further action here. I'll 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.

Miss S acquired her van under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says 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 Miss S. The van here was about five years old and had already completed over 96,000 miles. That's quite a high mileage so I think a reasonable person would expect quite a bit of wear and tear to be present and that the van wouldn't be in perfect condition, as might be the case for a brand new van.

Two independent inspections have been completed on this van by two different inspectors. The inspectors looked at a range of issues including the faulty turbo, a potential head gasket fault, and some concerns about the starter motor. It was both of their opinions that the faults present were the result of wear and tear and that they couldn't fairly be attributed to the business. I'm persuaded by their expert opinion that is likely to be the case. The van had

completed significant mileage when supplied and the experts concur that the faults are a result of wear and tear.

Miss S has also mentioned that the van was “*sold for export and is zero rated VAT*”. Section 56 of the Consumer Credit Act (1974) explains that finance providers are liable for what they say and for what is said by a credit broker or a supplier before the consumer takes out the credit agreement. If Miss S was provided with a false statement of fact (or law) and that false statement was a significant reason why she entered into the agreement I may consider the van was misrepresented to her. In those circumstances I may ask Moneybarn to take some action. The fact the van was sold for export was listed on the invoice so I can't say Miss S was given a false statement of fact or that the agreement was therefore misrepresented to her. It does seem unusual that a van would be sold for export when it doesn't appear to have been Miss S's intention to export it. That may be an issue Miss S needs to take up with the dealership who sold her the van, but I don't think it's something Moneybarn as responsible for.

I can see notes on the file where Miss S has disputed whether the mileage reported by the dealership was correct. There's a WhatsApp message on file suggesting she was told the mileage was 95,755 before she received the van, but the mileage on the finance documentation and on the MOT completed before sale suggest it was 96,043. It may be that the van completed some mileage in the period before Miss S collected it, but I'm not persuaded there is enough evidence to suggest the mileage was misrepresented to her. And, even if it was, the difference seems very small, and I don't think it would have been likely to put Miss S off entering into the agreement.

Ultimately, whilst I have sympathy with the situation Miss S has found herself in, I don't think Moneybarn need to take any 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 Miss S to accept or reject my decision before 18 April 2023.

Phillip McMahon  
**Ombudsman**