

The complaint

Ms R complains that the car she acquired through 247 Money Group Limited (t/a 247Money) wasn't of satisfactory quality and she's unhappy with the way in which it has investigated her complaint.

What happened

Ms R acquired a used car in December 2022 with a hire purchase agreement. She paid a deposit of £194, and the balance of £4,495 was to be paid through the credit agreement which was set up over a 36-month term. At the time of acquisition, the car had already been driven more than 54,000 miles and was just over 8 years old.

Ms R says the car that she was supplied with wasn't of satisfactory quality – she says she's had numerous electrical faults with the car, and she wants to be able to exchange it for something else; she doesn't want her Money back, she simply wants a car that she can rely on and drive with confidence. Ms R told us:

- she's had ongoing problems with the car, and she's been back to the garage she purchased it from several times;
- the main issue is that the airbag light on the dashboard keeps illuminating, but she's also had issues with other electrical items and dashboard lights such as the central locking; the reverse sensors; and the engine management light;
- she's already asked if she can exchange the car, but the garage isn't interested in this and just asks her for a diagnostic report, which she doesn't have;
- the car has passed its latest MOT, but the light on the dashboard for the airbag has started illuminating again;
- she's had to take time off work to get the problem looked at; and it's now worrying her because she doesn't feel safe when driving it;
- she's complained to 247Money, but it's asked her to get an independent report before it will consider further her complaint about the car's quality;

247Money rejected this complaint. It said it had arranged an independent inspection of Ms R's car and this had been booked for 30 November 2023. It explained an independent inspection was required in order to determine what was causing the airbag light to illuminate and to determine the liability for the fault. 247Money advised that Ms R, or someone from her household, had cancelled the inspection, and despite a number of attempts by the third party to contact Ms R and reschedule the inspection, it had not been possible to rebook it.

247Money said that without this inspection, it couldn't progress Ms R's complaint and it was closing its file. But it did tell Ms R that she should contact it again if she wanted it to continue investigating her concerns.

Our investigator looked at this complaint and said he didn't think it should be upheld. He explained that in this particular case, on the basis of Ms R's complaint, his role wasn't to determine whether there was or wasn't a fault with the car, but instead, whether or not 247Money had made a fair and reasonable decision on the basis of the evidence it had.

Because the dashboard message / illuminating lights could indicate a number of things – not necessarily a fault – 247Money’s request for an independent evaluation was fair and reasonable. And he advised Ms R that 247Money had now offered to pay for the inspection, as a gesture of goodwill.

Our investigator explained that once an inspection had been undertaken, he’d expect 247Money to review its position in respect of Ms R’s claim. He told Ms R that in the event she was unhappy with that review, she’d be entitled to bring a new complaint to 247Money, and ultimately to this Service.

Ms R disagrees so the complaint comes to me to decide. She says she wishes she could instruct an independent report – but she’s currently out of work and it’s not something she can afford.

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.

As the hire purchase agreement entered into by Ms R is a regulated consumer credit agreement this service is able to consider complaints relating to it. 247Money is also the supplier of the goods under this type of agreement, and it is responsible for a complaint about their quality.

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. This says under a contract to supply goods, the supplier – 247Money in this case – had a responsibility to make sure the goods were of ‘satisfactory quality’. So, what I need to consider in this case is whether the car supplied to Ms R was of satisfactory quality or not

Satisfactory quality is what a reasonable person would expect – taking into account any relevant factors. The relevant law also says that the quality of the goods includes their general state and condition, and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods. In this case, I would consider relevant factors to include, amongst others, the car’s age, price, description and mileage.

And, having considered things most carefully, I don’t think this complaint should be upheld. I say this because based on what I’ve seen and read, there simply isn’t enough evidence *at the moment* to say that the car supplied to Ms R was of unsatisfactory quality. I’ll explain why.

I’m satisfied that Ms R raised the issue with the supplying dealership very soon after she acquired the car. Ms R provided copies of text messages, and I can see clearly that she refers to the airbag light illuminating on and off over a period of time. But I’m also aware that this issue appears to be sporadic and intermittent, and the garage wasn’t able to replicate the problem when it looked at it. So, it’s clear that this needed investigating further.

I say this because the light could be illuminating for a number of very different reasons. For example, it could simply be alerting the driver to the need to carry out some maintenance on this part of the car; it could be triggered by road or weather conditions or driving style; it could be a faulty bulb in the warning light; or a fault with the wiring rather than an issue with the airbag. But the cause of the dashboard warning and the existence of a fault can only be ascertained through an inspection and diagnostics.

Ms R says she took the car to a garage on a number of occasions, but was told that the issue couldn't be replicated, or the computer diagnostics didn't show any errors, or that it had been fixed. But the problem then re-appeared a short time later. And I understand she's also had instances of the engine management light illuminating too.

But, based on what little evidence that's available at the moment, I'm not able to conclude that there's a fault with the airbag, or that it was present or developing at the point of sale. Accordingly, I'm unable to say that the car supplied was of unsatisfactory quality when Ms R acquired it.

I understand Ms R's frustration with the situation and the worry that the dashboard lights must be causing her. I've noted that 247Money hasn't discounted the *possibility* the car has a fault, and it's suggested that Ms R books, at her convenience, some testing and an inspection. It's also offered to reimburse Ms R with the costs of this inspection, as a gesture of goodwill, and I understand that this offer is still available to Ms R.

I think this is a fair and reasonable offer from 247Money. I say this because, like our investigator, were an independent inspection to evidence a fault that likely was present or developing at the point of supply, this Service would expect 247Money to review its position in respect of Ms R's claim.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 29 December 2024.

Andrew Macnamara
Ombudsman