

complaint

Mr W complains that a van that was supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

background

A used van was supplied to Mr W under a conditional sale agreement with Moneybarn in January 2017. Within a few days Mr W complained to the dealer about a number of faults with the van. The dealer made some repairs to the car in January and February 2017 and the van was returned to the dealer for further work in mid-March 2017. The repairs were paid for by the dealer and Moneybarn, Mr W was provided with a courtesy vehicle and Moneybarn paid £300 to Mr W so that he could hire a van. The van was returned to Mr W in mid-April 2017 but broke down the following day and had to be recovered. The van was then inspected by an independent expert but the test was aborted because the van went into limp mode. Mr W arranged for the van to be inspected at the beginning of May 2017 and an electrical issue with the ignition system was detected. The van broke down again the following day and had to be recovered. Mr W has provided a report from the vehicle recovery company. Mr W then arranged and paid for the van to be repaired in June 2107. He first contacted Moneybarn about the issues with the van in February 2017 and has since asked it to reimburse him for the June 2017 repair costs. He wasn't satisfied with its response so complained to this service.

The investigator recommended that this complaint should be upheld. He didn't believe that the issues with the van could be attributed to wear and tear and he believed that they're all linked as they relate to the van's electrical system (and there were clearly electrical issues when Mr W collected the van). So he recommended that Moneybarn should reimburse Mr W for the repair costs and that it should arrange for the van to be repaired fully so that there are no further electrical issues.

Moneybarn has asked for this complaint to be considered by an ombudsman. It has asked for details of the repair costs. But it says, in summary, that this issue wasn't present when the van was inspected by the independent expert and that any issue with the van would've developed instantly. It says that the issues with the van weren't inherent at the time of sale, and that the repairs were made without it being notified.

Mr W then provided invoices to show that he'd paid £482 to hire a replacement van when he was unable to use his van and that he paid a total of £1,250 for repairs related to the van's electrical systems. But the investigator didn't believe that Moneybarn should be responsible for the cost of a replacement starter motor in February 2017 as he believed it failed due to wear and tear.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear that there have been ongoing problems since the van was supplied to Mr W in January 2017. Many of those problems relate to issues with the van's electrical systems. Repairs were made to the van in January and February 2017, it was returned to the dealer for a month between mid-March and mid-April but broke down again the following day, it was inspected by an independent expert later that month but the inspection had to be aborted

because the van went into limp mode and it broke down again in May 2017. Mr W has paid £1,250 for repairs related to the van's electrical systems and £482 to hire a replacement van when he was unable to use his van.

Although the independent expert's report does say that: "... *the current engine performance issues would not in our opinion have been present at the point of sale...*", it does say that: "*The engineer started to test drive the vehicle but due to a lack of power, possibly vehicle in limp mode, the test drive was aborted*". And given the ongoing problems with the van, I consider it to be more likely than not that the issues are related. An issue with the van's ignition system has since been detected and repaired – and Mr W says that there have been no further issues and that all gauges are working and that the van isn't going into limp mode.

So I consider it to be more likely than not that there was an inherent electrical fault with the van. The fault has been repaired and I find that it would be fair and reasonable in these circumstances for Moneybarn to reimburse Mr W for the repair costs and van rental costs that he's incurred (excluding the cost of the replacement starter motor as I don't consider that to be related to the electrical fault). But, as Mr W says that the van is now working properly, I don't consider that Moneybarn should be required to arrange any further repairs at this time.

my final decision

For these reasons, my decision is that I uphold Mr W's complaint. In full and final settlement of it, I order Moneybarn No. 1 Limited to:

1. Pay £1,250 to Mr W to reimburse him for the repair costs that he's incurred.
2. Pay £482 to Mr W to reimburse him for the rental costs that he's incurred.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 November 2017.

Jarrold Hastings
ombudsman