

The complaint

Mr M complains that a car he has been financing through an agreement with Moneybarn No. 1 Limited ("Moneybarn") was not of satisfactory quality.

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 M, 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 M acquired his car 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 car should have been of satisfactory quality when supplied. If it wasn't then Moneybarn, who are also the supplier of the car, 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 car the other relevant circumstances would likely include things like the age and mileage at the time the car was supplied to Mr M. The car here was about four and a half years old and had completed about 54,000 miles so I think a reasonable person would expect some 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 its quality, unless they can demonstrate otherwise.

Here, Mr M reported the faults within six months, but I'm persuaded the business have provided evidence that the fault was most likely to have developed through wear and tear

and that it wasn't therefore present or developing at the point the car was supplied to Mr M. I say that because the independent inspector who is an expert on these issues has explained that the fault with the coolant header tank and the leak was unlikely to have been present at the point of supply and because I think if there had been a developing problem Mr M would have been unlikely to have been able to complete the 13,000 miles he had since inception of the finance.

So, I don't think there is sufficient evidence here that the car was of unsatisfactory quality and I don't think Moneybarn need to take any further action.

Mr M has also complained that he wasn't provided with a V5C document. Moneybarn have offered to pay for a replacement on provision of the receipt from Mr M and I think, in the circumstances, that's fair and as much as they need to do here.

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 M to accept or reject my decision before 13 May 2021.

Phillip McMahon
Ombudsman