

## **The complaint**

Miss M complains about a car supplied to her under a conditional sale agreement with Moneybarn No. 1 Limited.

## **What happened**

In July 2019, Miss M took out a conditional sale agreement with Moneybarn to finance the purchase of a used car. The car was eight years old, had travelled more than 67,500 miles and cost £6,295.

She said that a family member looked over the car when she got it home and discovered various faults including a broken rear light and a noise from the steering. She said within the following 2-3 days she messaged the garage that supplied the car with pictures of the faults. She said they told her the manager was in hospital and they would get back to her.

She waited a few weeks and contacted Moneybarn in September 2019. She said they told her she was too late to reject the car but she no longer wanted the car because of the problems.

Moneybarn said the complaint was first raised with them in September 2019. They said the supplying dealer had told them it wasn't aware of the complaint issues. Moneybarn said that the dealer told them Miss M had raised an issue about a cracked grill within the first week, but it wasn't aware of the other issues.

After they'd received full details of her complaint, including the independent report she supplied, Moneybarn told Miss M they weren't upholding her complaint. They said the windscreen, brake light, and tyres were wear and tear issues, and the crack in the grill, and the paintwork and bodywork issues were cosmetic issues. They also said there was no evidence she'd raised the issues within 30 days so she wasn't able to reject the car.

Our investigator felt that the issues were due to wear and tear, and he thought the car would have been of satisfactory quality when it was supplied to Miss M.

Miss M disagreed and has asked for an Ombudsman's 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.

Moneybarn supplied Miss M with the car under the conditional sale agreement they had with her. There's a term implied in the agreement that the car would be of satisfactory quality. What is satisfactory is determined by what a reasonable person would consider satisfactory given the price, description and other relevant circumstances. In this case this would include things such as the age and mileage of the car.

Miss M's car was eight years old and had more than 67,500 miles on the clock when she got it. So, a reasonable person might expect to have to repair or replace some parts of the car over time.

Miss M wants to reject the car. She says she reported the faults to the dealer who supplied the car within 30 days of getting the car. Moneybarn said the dealer was only aware of one of the issues – the cracked grill. So there's a dispute about whether or not Miss M reported the issues within 30 days.

Before I consider that matter, I have to consider first whether or not I'm satisfied the car was of a satisfactory quality when it was supplied to Miss M. As well as the age and mileage of the car, I also have to consider whether or not any faults were caused by a defect, rather than wear and tear.

Miss M supplied a brief report provided by an independent garage she asked to look at the car. The inspection was done at the end of October 2019, three months after Miss M got the car. And it doesn't indicate whether or not it believed the issues it highlighted were likely to be present at the time the car was supplied to her.

I'm not aware of the mileage done in this three month period, but we do know that Miss M travelled more than 1,200 miles in the six weeks before she reported the issues to Moneybarn.

I've considered the issues raised in the independent report. The report does no more than list a number of issues. It doesn't show how or when these issues arose. So it's likely that some of these issues may have arisen in the three months since she collected the car. None of the faults meant the car was unsafe, and she was always able to drive the car. It's reasonable to expect parts of a car of this age to have experienced a fair degree of wear and tear. I consider it was reasonable for Moneybarn to consider all of the issues highlighted, including the cracked grill, some cracking of a tyre sidewall, and the windscreen chip, to be issues you might expect from a car of this age and mileage.

The report does say there was noise from the steering column when turning, and Miss M says this was present when she got the car. But the report says nothing about the cause of the noise. I've considered the mileage done by Miss M before the inspection, and that she hasn't reported any issues with the steering. So I'm satisfied that it's more likely than not the noise didn't arise from a fault or present a safety issue.

I don't dispute there were a number of issues with the car supplied to Miss M by Moneybarn, even if it's not clear to me which one's were present at the time the car was supplied to her. It's unfortunate that she didn't inspect the car before driving it away from the garage. She told our investigator she went straight to the office, signed the paperwork, picked up the keys and drove the car away. I'm satisfied that any reasonable dealer would put appropriate remedies in place if she'd raised these issues at the time. Moneybarn said that the dealer was willing to look at the issues, but for a number of reasons, Miss M wasn't able to return to the dealer.

So I'm satisfied the issues highlighted do not mean the car wasn't of a satisfactory quality under the Consumer Rights Act 2015. I'm persuaded they're mostly cosmetic and can be reasonably expected with a car of this age and mileage.

I know Miss M was frustrated because the supplying dealer didn't respond to her calls. And she feels this was deliberate, and meant she lost the right to reject the car. But she would only have been able to reject the car if it had not been of satisfactory quality. And I've

explained above why I think it was reasonable in these circumstances to consider the car supplied to Miss M was of a satisfactory quality. So I don't think Moneybarn needs to take any further action.

### **My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 30 December 2020.

Gordon Ramsay  
**Ombudsman**