

## **The complaint**

Mr M complains about the compensation that he's received from Moneybarn No. 1 Limited after he rejected a car that had been supplied to him under a conditional sale agreement.

## **What happened**

The details of this complaint are well known to both parties and have been set out by the investigator so I won't repeat them again here. Instead I'll focus on giving the 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- a used car was supplied to Mr M under a conditional sale agreement with Moneybarn that he electronically signed in March 2019;
- he complained to Moneybarn about some issues with the car and it arranged for the car to be inspected by an independent expert in September 2019 who concluded that: *"... on the balance of probability, the vehicle would not have been in a compromised state at finance inception - based on the length of time and mileage covered since that time"*;
- Moneybarn initially didn't uphold Mr M's complaint but then agreed in October 2019 that he could reject the car and it paid him £2,273.36 compensation which it says he accepted in full and final settlement;
- the compensation was £1,204.36 as a refund of four monthly payments (which it said was in lieu of Mr M's travel expenses), £321 as a refund of the deposit that he'd paid, £400 and £198 to reimburse him for the cost of repairs to the exhaust and brakes and £150 for his distress and inconvenience;
- Mr M accepted that payment but complained to this service and says that he should also be reimbursed for the following amounts: £450 - new alloy wheels, £30 - locking wheel nuts, £47 - bonnet guard, £205 - new tyres, £370 - repairs, £476 – taxis, £29 - wind deflectors, £12 - mud flaps, £135 - bumper trim, £13 - rubber mats, £85 – driver's door respray and £80 - bonnet vents; and that he should also receive more compensation for the inconvenience that he's been caused;
- our investigator explained in detail why he thought that Moneybarn had reasonably resolved things already and that he didn't consider that it should reimburse Mr M for any of the additional costs that he'd claimed or pay him a higher amount of compensation for his distress and inconvenience;
- the conditional sale agreement shows that the car had been driven for 107,000 miles when it was supplied to Mr M in March 2019 and the expert's report recorded its

mileage as being 113,150 in September 2019 – so in about six months Mr M had been able to drive more than 6,000 miles in the car;

- where a consumer has been able to use a car – even if it wasn't of satisfactory quality when it was supplied – I usually consider that it's fair and reasonable for the consumer to pay for the use that they've had from the car – Moneybarn has agreed to refund four monthly payments to Mr M, which it says is in lieu of his travel expenses, and I'm not persuaded that it would be fair or reasonable for me to also require it to reimburse Mr M for the taxi costs that he's claimed;
- Moneybarn has reimbursed Mr M for the cost of the repairs to the exhaust and brakes and I'm not persuaded that he's provided enough evidence to show that there were issues with the car's wheels, tyres and the other items that he's replaced or added to the car that caused it not be of satisfactory quality when it was supplied to him – so I don't consider that it would be fair or reasonable for me to require Moneybarn to reimburse him for any of those costs;
- Moneybarn has paid £150 compensation to Mr M for the distress and inconvenience that he was caused – these events have clearly caused him distress and inconvenience– and I sympathise with him for the difficulties that he's been caused by the issues with the car - but I'm not persuaded that it would be fair or reasonable for me to require Moneybarn to pay him a higher amount of compensation for that distress and inconvenience; and
- I consider that Moneybarn acted fairly and reasonably by allowing Mr M to reject the car and paying him compensation totalling £2,273.36 – so I find that it wouldn't be fair or reasonable in these circumstances for me to require it to pay him any more compensation.

### **My final decision**

My decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 January 2021.

Jarrold Hastings  
**Ombudsman**