

The complaint

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

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 W under a conditional sale agreement with Moneybarn that he electronically signed in October 2019;
- Moneybarn, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality at that time - whether or not it was of satisfactory quality will depend on a number of factors, including the age and mileage of the car and the price that was paid for it;
- the car that was supplied to Mr W was about seven years old, had been driven for 67,941 miles and had a price of £9,595;
- Mr W says that the car was leaking oil which was confirmed by his friend who is a mechanic who also identified and that there was an issue with the anti-roll bar – so he took the car to a garage and he says that it found an oil leak and that the right hand front anti-roll bar drop link was worn;
- Mr W complained to Moneybarn in November 2019 and it arranged for the car to be inspected by an independent expert later that month – the inspection report recorded the car's mileage as 71,041 and concluded:

“The Vehicle is considered to be in a good condition generally, consistent with its age and recorded mileage.

There is no evidence to indicate that the vehicle was of unsatisfactory quality or unfit for its purpose at the time of sale, i.e. the vehicle physical condition was consistent with the vehicle that had well over 70,000 miles on the clock with only the expected wear levels present; just some minor bodywork damage however is not impeding the vehicle been road legal and would not result the vehicle not meeting minimal MOT standards.

The vehicle had evidence of minor oil seepage on the underside of the vehicle and had evidence that there was an oil repaired at some point in the past with oil leak appears to have been repaired successfully although the oil residue has not been cleaned off.

Conclude that the vehicle in our opinion is currently fit for purpose road legal and of satisfactory quality for a vehicle its age and reported mileage ...”;

- Moneybarn didn't uphold his complaint but said that, if the oil leak persists and Mr W was able to refute the independent expert's findings, it would be happy to review his complaint – but it said in January 2020 that Mr W hadn't contacted it again about the oil leak;
- Mr W complained to this service and our investigator didn't think that Moneybarn had supplied him with a car which was of unsatisfactory quality so Mr W has asked for his complaint to be considered by an ombudsman;
- Mr W has referred to the findings of his friend and a garage which looked at the car and his friend has provided a written statement about the issues with the car – but there's no written evidence from the garage to confirm its professional opinion about those issues;
- Moneybarn arranged for an independent expert to inspect the car less than a month after it had been supplied to Mr W – and in that time he'd driven more than 3,000 miles in the car – and the expert concluded that the car was of satisfactory quality;
- the car had passed MOT tests in October 2018 and November 2019 when its mileage was recorded as 65,795 and 67,989;
- Mr W clearly feels very strongly that there were faults with the car when it was supplied to him and I sympathise with his disappointment about the car and the difficulties that it has caused him – but he's not provided any other evidence in response to our investigator's findings to show that the car wasn't of satisfactory quality when it was supplied to him;
- I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr W or that it was misrepresented to him by the dealer;
- I consider that Moneybarn's response to his complaint has been fair and reasonable in these circumstances; and
- I find that it wouldn't be fair or reasonable for me to require Moneybarn to allow Mr W to reject the car, to pay for it to be repaired, to pay him any compensation or to take any other action in response to his complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 January 2021.

Jarrold Hastings
Ombudsman