

The complaint

Mr W complains that a car he took possession of under a conditional sale agreement ("finance agreement") with Moneybarn No. 1 Limited ("Moneybarn") wasn't of satisfactory quality and at no time was the cash price of the car made clear to him by the supplying dealership.

What happened

In September 2019 Mr W took possession of a car 'costing' £5,057. Mr W paid a deposit of £400 and financed the balance of £4,657 by way of a finance agreement with Moneybarn.

Everything else being equal Mr W agreed, under the terms of the finance agreement, to make 59 monthly payments of £182.92 making a total payable (inclusive of the £400 deposit) of £11,192.28.

In October 2019 Mr W raised a number of concerns he had about the quality of the car. However neither the supplying dealership nor a third party diagnostic centre could find any fault with it.

Unhappy with Moneybarn's response to his quality complaint Mr W referred it to our service for investigation. In doing so he also submitted that at no time did the supplying dealership bring to his attention the cash price of the car he was taking possession of.

Mr W's complaint was considered by one of our investigators who came to the view that it shouldn't be upheld. In summary he said he was satisfied that Mr W was aware, or should have been aware, of the cash price of the car he was taking possession of and he had seen insufficient evidence to conclude that the car was of unsatisfactory quality when first supplied.

Mr W didn't agree and so his complaint has been passed to me for review and 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 can confirm that I've come to the same overall conclusion as the investigator and for broadly the same reasons. There is also very little I can usefully add to what has already been said.

First I would like to make it clear that I'm only considering in this decision the complaint that Mr W was supplied with a car that was of unsatisfactory quality and that at no time was the cash price of the car brought clearly to his attention by the supplying dealership. I'm not considering any other concerns Mr W might have about what Moneybarn has, or hasn't done.

Secondly I would point out that where the information I've got is incomplete, unclear or contradictory, I've to base my decision on the balance of probabilities.

Mr W says the supplying dealership at no time made it clear to him what the cash price of the car he was taking possession of was. Now I know I can't say for certain this wasn't the case, but I don't find such a submission to be particularly persuasive or plausible.

First I find it difficult to accept that Mr W agreed to take possession of car without knowing what the cash price of it was. But even if I was to accept Mr W was unsure initially as to the exact cash price of the car I'm satisfied he could and should have known what it was before he committed to taking possession of it and committing to the finance agreement.

I say this because the finance agreement and the finance agreement explanation document, both signed by Mr W, state the cash price as being £5,057. Furthermore Moneybarn has submitted that Mr W was supplied with a sales invoice which also states the cash price as being £5,057.

I will now turn to Mr W's submission that the car was of unsatisfactory quality when supplied to him. Now it's my understanding that the car is no longer available for a further inspection to be carried out. So I need to make a finding on this point based on what has been provided to date.

Now I appreciate I can't say for certain that Mr W is wrong in his submission that he took possession of a car that was of unsatisfactory quality. But given that Moneybarn has been able to provide a report from a third party diagnostic centre (as well as submissions from the supplying dealership) submitting the opposite, I find on balance that Mr W wasn't supplied with a car that was of unsatisfactory quality. In other words, I find Moneybarn's submissions to be the more plausible and persuasive.

I appreciate that Mr W will be disappointed. But in my view he was, on the balance of probabilities, aware or should have been aware of the cash price of the car and that the car was supplied to him in a satisfactory condition.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 December 2020.

Peter Cook
Ombudsman