

The complaint

Mr C complains about the quality of a car he has been financing through an agreement with Moneybarn Limited ("Moneybarn"). He also says the vehicle was too expensive.

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 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 C acquired his car under 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 C. The car here was around eight years old and had completed about 58,000 miles. So, I think a reasonable person would expect some wear and tear to be present.

Mr C first reported issues to Moneybarn on 6 November only a few weeks after he'd taken receipt of the car. By the time the independent inspection was completed he'd completed 2,416 miles in the vehicle. The independent inspector noted that the ABS system was activating unnecessarily; the brake pedal was spongy and there was a snapped brake bleed nipple. He didn't think any of the problems he had identified could be said to have been present when the car was supplied to Mr C – the point at which Moneybarn were responsible for the car's quality.

He didn't elaborate any further about why he thought these faults were unlikely to have been present when the car was supplied. So, I've considered each of these faults along with the paint work issues, oil leak and loose bolts Mr C also complained to Moneybarn about in November 2019; some of which he fixed himself.

ABS

Mr C has explained he reported this issue to Moneybarn in November 2019. I'm not persuaded by the independent engineer's view that it wasn't present when the car was supplied. He's provided no reasoning for that and as Mr C had the car for a very short time before he noticed the issue I think it's much more likely that the problem was present when the car was supplied than not. So, I think it is fair for Moneybarn to repair this fault for Mr C.

the oil leak

Mr C provided photographs of the leak and as he complained about it so soon after taking receipt of the car I think it's likely it was present at the point of supply. But Mr C has repaired the problem so I think a fair resolution to this issue would be for Moneybarn to refund any costs Mr C can evidence he paid in relation to this repair; such as replacement parts.

the spongy brake pedal and the broken bleed nipple

Mr C has explained that he did some work to the brakes. In those circumstances I don't think I have enough evidence to support his assertion that the damage to the bleed nipple was present when the car was supplied or that the brakes were spongy when supplied. I think it seems likely those issues would occur during a repair and I think a spongy brake pedal would have been noted during the initial test drive and that Mr C, especially as an experienced mechanic, would have asked the business to fix that before he took receipt of the car. So, I don't think it would be fair to ask Moneybarn to take any further action in relation to these faults.

paintwork faults

Mr C says the paint on the rear door and wing is of poor quality and the independent inspector noted the poor paint quality too. But the relevant legislation explains that a business can't be held responsible for quality problems that would have been evident to the consumer when he or she inspected the car before the finance agreement was agreed. And here I think that was the case. I think the paint runs evidenced in the photographs Mr C has provided would have been clear to him before he agreed to take receipt of the vehicle. So, I'm not asking Moneybarn to take any action about these issues.

loose wishbone fastenings

I can also see that Mr C was concerned that the wishbone bolts were not secured on his car and that he needed to tighten them. As the work was completed by Mr C before the independent inspection I have not been provided with sufficient information to demonstrate there was a fault when the car was supplied, and I'm not asking Moneybarn to take any further action in relation to this issue.

the price of the car

Mr C thinks he was overcharged for the car, especially as so much work was required to it. But Moneybarn had nothing to do with the price that was being charged. They were simply asked to finance the amount that Mr C agreed to pay the dealership for the vehicle. So, I don't think it would be fair to hold them accountable for any overcharging, even if this could be established.

Putting things right

Moneybarn should repair the fault with the ABS and refund any costs Mr C can evidence that relate to the repair he had to carry out to resolve the oil leak.

Mr C has been inconvenienced by these matters as he's had to escalate a complaint to this service which I think could reasonably have been resolved earlier and he's had to report problems to the dealership and attend an independent inspection. In the circumstances, I think Moneybarn should pay him £100 compensation for the distress and inconvenience he's experienced.

My final decision

For the reasons I've given above I uphold this complaint and tell Moneybarn Limited to:

- repair the fault with the ABS;
- refund any costs Mr C can evidence that relate to the repair he had to carry out to resolve the oil leak;
- pay Mr C £100 to compensate him for the distress and inconvenience he's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 May 2021.

Phillip McMahon
Ombudsman