

The complaint

Miss H complains that a car that was supplied to her under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Miss H under a conditional sale agreement with Moneybarn that she electronically signed in August 2019. The car broke down later that month and the exhaust gas recirculation valve was replaced, which was paid for by the dealer.

Miss H says that the engine management warning light came on in December 2019 and an injector was then replaced in January 2020. The car broke down again later that month so Miss H complained to Moneybarn. It arranged for the car to be inspected by an independent expert in January 2020. The inspection report concluded that there was a fault with the car's turbo but that, on the balance of probability, the car wouldn't have been in that condition when it was supplied to Miss H.

Moneybarn didn't uphold Miss H's complaint so she complained to this service. Miss H paid for the turbo to be replaced in May 2020 and another injector to be replaced in June 2020. The car's exhaust gas recirculation valve failed again in July 2020 and Miss H paid for it to be replaced.

Our investigator didn't recommend that Miss H's complaint should be upheld. He thought that the car was of satisfactory quality when it was supplied to Miss H so he didn't think that it would be fair to ask Moneybarn to do anything more to resolve her complaint.

Miss H has asked for her complaint to be considered by an ombudsman. She says that the car broke down soon after she got it and other things went wrong with it in the first six months of having it. She also says that she wasn't able to use the car between January and May 2020 because of the fault with the turbo.

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:

- Moneybarn, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Miss H - whether or not it was of satisfactory quality at that time 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 Miss H was about three years old, had been driven for 85,287 miles and had a price of £7,840;
- satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will also depend on a number of factors;

- it's clear that there was a fault with the car's exhaust gas recirculation valve soon after the car was supplied to Miss H so the valve was replaced – that cost £235.64 which was paid for by the dealer;
- that repair seems to have dealt with the issue because Miss H was able to use the car and I've seen no evidence to show that she had any further issues with it until January 2020 – I consider that the replacement valve was an appropriate response to the issue at that time;
- an injector was replaced in January 2020 and the car broke down later that month;
- Miss H complained to Moneybarn and it arranged for the car to be inspected by an independent expert – the inspection report recorded the car's mileage as 87,641 and said that there was a fault with the car's turbo which required further investigation but said: *"We consider on the balance of probability that the vehicle would not have been in this condition at finance inception and therefore the faults would not be considered the liability of the selling agent"*;
- Moneybarn didn't uphold Miss H's complaint and she says that she didn't use the car until May 2020 when she paid for the turbo to be replaced;
- she paid for another injector to be replaced in June 2020 and then paid £324.92 for the exhaust gas recirculation valve to be replaced again in July 2020;
- the independent expert's report concludes that it's more likely than not that the fault with the car's turbo wasn't present when the car was supplied to Miss H and I don't consider that she'd have been able to use the car to drive about 2,350 miles in five months if the fault with the turbo had been present when the car was supplied to her – so I consider it to be more likely than not that the fault with the turbo developed after the car was supplied to Miss H;
- I'm not persuaded that there's enough evidence to show that the exhaust gas recirculation valve had to be replaced again in July 2020 because of an issue with the car that was present when the car was supplied to Miss H – I consider it to be more likely than not that the valve needed to be replaced as a result of the other issues that Miss H has had with the car;
- the car had passed an MOT test in August 2019 before it was supplied to Miss H and it passed another MOT test in July 2020 with no advisories;
- I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Miss H in August 2019;
- I sympathise with Miss H for all of the issues that she's had with the car and for the repair costs that she's incurred – but I'm not persuaded that it would be fair or reasonable for me to require Moneybarn to reimburse her for those costs;
- Miss H says that the car was driven to her in August 2019 when she was expecting it be delivered to her on a loader – but I'm not persuaded that there's enough evidence to show that it had been agreed that the car would be delivered to her on a loader;
- Miss H says that she found out that the car had been used as a hire car – but I'm not persuaded that there's enough evidence to show that the dealer misrepresented the car to her or that it was required to tell her that it had been used as a hire car;
- I'm not persuaded that there's enough evidence to show that Moneybarn has acted incorrectly in its dealing with Miss H about the car; and
- I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to allow Miss H to reject the car, to reimburse her for any of the repair

costs that she's incurred, to pay her any other compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 19 May 2021.

Jarrold Hastings

Ombudsman