

The complaint

Miss T complains about the quality of a car she has been financing through an agreement with Moneybarn No.1 Limited, trading as Moneybarn.

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 know it will disappoint Miss T, but 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.

Miss T acquired her car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

Our investigator explained to Miss T that we couldn't consider all the issues she raised. That was because her complaint, about the problems the business covered in their May 2019 final response, was made out of time and the rules we operate under prevented this service considering it. I understand Miss T accepted the investigator's view on that matter so I'm only considering any new issues she raised to Moneybarn and that they responded to in their final response issued in October 2019.

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 include things like the age and mileage at the time the car was supplied to Miss T. The car here had already completed over 90,000 miles and was about seven years old when supplied. So, I think a reasonable person would expect it to have quite a bit of wear and tear.

As Miss T reported further issues to Moneybarn in August 2019 and within the first six months of ownership. The relevant legislation explains we should assume the issues were present at the point of supply and that the onus is therefore on the business to demonstrate that wasn't the case.

The independent inspector noted that the car had passed an MOT when supplied and, whilst he was able to confirm the faults Miss T reported, he was of the opinion the car was probably fit for purpose when supplied.

I don't think a reasonable person would think it unusual for a car of this age and considerable mileage to develop faults with the sort of issues Miss T reported i.e. window faults, heater controls, I think they'd think they were examples of normal wear and tear on a vehicle of this age and mileage. So, I agree with the independent inspector's view that none of the problems identified during that inspection could fairly be considered not to have been related to fair wear and tear and that their presence now doesn't suggest the car was of unsatisfactory quality when supplied.

Miss T has also provided a health check report completed in September 2019 that suggests there are other problems with the car. It suggests there is wear to both lower ball joints on the front suspension and that a steering coil spring is failing. I think these are issues that, if unsatisfactory at the point the car was supplied, would have been picked up in the MOT completed around that time. And, as they weren't, I'm persuaded they are examples of normal wear and tear on a car of this age and mileage.

I also understand that Miss T has reported she's had recent issues with the rear differential on the car. That's not something Moneybarn have been asked to consider, but in the absence of evidence to the contrary, given the time the car has been in Miss T's possession it would seem most likely that issue has developed since Miss T took receipt of the vehicle. I appreciate Miss T's frustration with the faults that have occurred but I'm afraid I don't think I've seen evidence that suggests Moneybarn should be responsible for them.

So, I don't think this car was of unsatisfactory quality and I'm not asking Moneybarn to take any further action.

My final decision

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 22 June 2021.

Phillip McMahon
Ombudsman