

## **The complaint**

Mr N complains about the quality of a car he 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 Mr N, 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.

Mr N 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 include things like the age and mileage at the time the car was supplied to Mr N. The car here was about four years old and had already completed about 35,000 miles so I don't think a reasonable person would expect it to be fault free as may be the case for a new car. I think there would be an expectation of some wear and tear.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when Moneybarn were responsible for its quality, unless they can demonstrate otherwise.

Mr N contacted Moneybarn within the first six months to tell them something was wrong with the car. Moneybarn's system notes say:

*“Customer called to say that he is having problems with the car and it’s now out of warranty he says it is likely that it will cost a lot he is going to take it to the garage and see what needs doing”.*

I think Moneybarn would therefore have expected Mr N to get back to them and tell them the scope of the problem. I don’t think it is fair to suggest they would need to take any action at that point to establish whether the fault was their responsibility to rectify. I think it was reasonable for them to wait for Mr N to get back to them.

Mr N didn’t get back to them until February 2020 and as he fixed the problem himself Moneybarn have been deprived of any opportunity to consider, or commission, an expert opinion that would clarify if the problem Mr N fixed was present or developing when the car was supplied.

I therefore don’t think it would be fair to suggest there has been sufficient evidence to demonstrate there was a fault with this car when it was supplied to Mr N and I don’t think it would be reasonable to ask Moneybarn to take any further action.

I note that Mr N is disappointed with the end of lease charges Moneybarn have asked him to pay. He’s not complained to Moneybarn about that yet and he’ll need to before referring his complaint on that matter to this service if he remains dissatisfied.

### **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 Mr N to accept or reject my decision before 16 July 2021.

Phillip McMahon  
**Ombudsman**