

The complaint

Mrs R complains about the quality of a car she has been financing through an agreement with Moneybarn No. 1 Limited ("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 Mrs R, 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.

Mrs R acquired her car under a conditional sale agreement. This is 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. The legislation also explains we should consider whether the car has been durable when we think about whether it was of satisfactory quality.

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 Mrs R. The car here was already about eight years old and had completed about 107,791 miles.

The relevant legislation explains that if the fault occurs after six months it is to be assumed that the fault wasn't present or developing from the beginning, when Moneybarn were responsible for its quality, unless the consumer can demonstrate otherwise.

So, I don't think Moneybarn were unreasonable when they asked Mrs R to source an independent inspection. The onus was on Mrs R to support her assertion that Moneybarn should take responsibility for the engine failure.

The subsequent desk top inspection that was organised by Moneybarn didn't suggest it was likely the engine was faulty when supplied. The independent inspector said that the engine had failed because of a fatigue break of the crankshaft. The inspector said this had been a "*sudden occurrence*" and was not something that was present or developing when the car was supplied to Mrs R.

The independent inspector is an expert in these matters, and I'm persuaded by his view. I think it's unlikely Mrs R would have been able to complete an additional 7,000 miles in the car if it was experiencing these problems from the start and I note the car was a high mileage vehicle when supplied. I think a reasonable person would expect considerable wear and tear on a vehicle of this age and mileage and I don't think it would be considered unusual to experience engine failure after about 115,000 miles.

I note that Mrs R has explained she had to replace the front brakes after a couple of months. I think brakes are items subject to wear and could not, in these circumstances, fairly be considered to be Moneybarn's responsibility. I'm persuaded the brakes and tyres were of acceptable quality when the car was supplied as the car passed its MOT around that time and the brakes and tyres would have formed part of that inspection.

So, I don't think there is evidence this car was of unacceptable quality when supplied 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 Mrs R to accept or reject my decision before 9 September 2021.

Phillip McMahon
Ombudsman