

## **The complaint**

Mr A complains that Moneybarn No. 1 Limited refused to let him reject a faulty car.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute so instead I'll focus on giving the reasons for my decision.

## **What I've decided – and why**

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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 the following reasons:

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulator's rules, guidance and standards and codes of practice and (where appropriate) what I consider to have been good industry practice at the time.

The finance agreement is a regulated consumer credit agreement. As such this service is able to consider complaints relating to it. Moneybarn is also the supplier of the goods under this type of agreement, and responsible for a complaint about their quality.

The relevant law says that under a contract to supply goods, there is an implied term that *"the quality of the goods is satisfactory"*.

The relevant law says that the quality of the goods is satisfactory if they meet the standard that a reasonable person would consider satisfactory taking into account any description of the goods, price and all other relevant circumstances. So it seems likely that in a case involving a car, the other relevant circumstances a court would take into account might include things like the age and the mileage at the time of sale and the vehicle's history.

Under the relevant law the quality of the goods includes their general state and condition and other things like their fitness for purpose, appearance and finish, freedom from minor defects, safety, and durability can be aspects of the quality of the goods.

The car was almost seven years old and had covered some 43,600 miles when it was acquired by Mr A. It passed its MOT shortly before it was sold and I note that it passed its next MOT in February 2020 having covered a further 17,000 miles. It also passed the MOT in May 2021 having done a further 7,000 miles.

Mr A says he raised concerns with the broker and the dealer a few months after he took delivery of the car, but I note he first complained to Moneybarn in November 2019 some eight months after he acquired the car. I have not seen any supporting evidence of Mr A's early concerns. I note he incurred £600.62 on repairs in August 2020 and the RAC was called out in September 2020. The mechanic noted that the engine had overheated from a

leak.

Mr A says he was told to let the car run a bit more by the dealer when he first raised his concerns so he kept it running. He has also said that he wasn't given sufficient time to demonstrate the car had been faulty to Moneybarn.

I have to be satisfied that the car wasn't fit for purpose at the point of sale if I am to uphold this complaint. I appreciate Mr A has encountered some issues and I note that he raised these with the broker and dealer after a few months, but I have seen no evidence which would show the car was faulty at the point of sale. It was relatively old and had covered a reasonable number of miles so some wear and tear is to be expected.

However, Mr A was able to cover a significant number of miles before it required repair. What I cannot say from the evidence which has been supplied that this subsequent damage wasn't due to wear and tear. In the first year he drove the car for some 23,000 miles and I find it difficult to reconcile that with the car being inherently faulty. So, while I have every sympathy with Mr A I cannot safely conclude that the car was faulty at the point of sale.

I see that the business has accepted it didn't handle Mr A's complaint as well as it could and has offered to pay him £220 compensation for the delays. I consider this to be fair and reasonable.

### **My final decision**

Moneybarn No. 1 Limited has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Moneybarn No. 1 Limited should pay £200..

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 September 2021.

Ivor Graham  
**Ombudsman**