

The complaint

Miss W complains that Moneybarn No. 1 Limited refused to let her 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

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, that is the conditional sale agreement, in this case 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 over seven years old and had covered 78,250 miles and as such it is reasonable to expect a degree of wear and tear. She says that she asked the dealer to take the car back within the first 14 days, though I have seen no evidence of this. She says her request was rejected. I understand it replaced the suspension bushes.

Miss W contacted Moneybarn on 27 April 2020, some two months after acquisition, expressing concern about the suspension bushes and the brakes. It says that she didn't raise any other matters. It asked an independent inspector to examine the car. The inspection took place on 28 May and he noted that the bushes had been replaced. In his opinion the car *"was in a fault free condition, with no evident defects."*

I have noted that she took the car to a main dealer in July 2020. This shows that the air conditioning needed a re-gas, the handbrake required an adjustment, the brakes were approximately 90% worn and two bulbs needed to be replaced. The other issues raised by Miss W were not found to be faulty. It also said the satnav could be updated.

I consider all of these issues to be wear and tear matters. For example, brakes suffer wear over time and it would appear that at the point of sale they were legal and although worn this does not amount to a fault which would allow me to support rejection.

I have reviewed the car's MOT history and I see that it passed the test in February 2021 having covered 104,821 miles. It failed initially due to several light bulbs not working and it carried an advisory that there was some play in the steering rack. None of these issues which were found a year after the point of sale can be said to be inherent faults. It is also noteworthy that the car had covered some 22,000 miles since the point of sale. I note that Miss W has suggested in an email that the odometer is faulty, but again I have seen no evidence of this and it was not something she raised earlier.

Miss W has said that another garage looked at the car and found it to be faulty. We asked for a report, but this was not provided. Our investigator called the garage and spoke to a mechanic who said the car had multiple faults. However, despite repeated requests and asking Miss W to obtain a written report nothing has been received. I cannot say what the faults were to which the mechanic was referring, when they occurred or what were the causes.

I acknowledge that Miss W has experienced some issues with the car, but with the evidence supplied I cannot say that these were present at the point of sale or were such that rejection is merited.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 15 November 2021.

Ivor Graham
Ombudsman