

## **The complaint**

Mr W complains that a car that was supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

## **What happened**

A used car was supplied to Mr W under a conditional sale agreement with Moneybarn that he electronically signed in August 2020. He says that there were some faults with the car so he told the dealer that he wanted to reject the car within 30 days of it being supplied to him but it didn't agree. He then complained to Moneybarn and it arranged for the car to be inspected by an independent expert in October 2020. The expert's report concluded that there were faults with the car which required further investigation but would have been developing when the car was supplied to Mr W.

The dealer didn't accept the expert's finding so Moneybarn arranged for the car to be checked by a manufacturer's dealer. It found no fault with the car. Moneybarn paid Mr W £100 because of the time that it had taken to deal with his complaint and £39.60 to reimburse him for the cost of some repairs to the car's headlights – and it refunded one monthly payment of £265.61. Mr W wasn't satisfied with its response so complained to this service.

Our investigator didn't recommend that his complaint should be upheld. He wasn't persuaded that there was anything wrong with the car so he didn't think that Moneybarn had supplied Mr W with a car that was of unsatisfactory quality. He didn't think that it would be fair or reasonable to ask Moneybarn to take back the car.

Mr W has asked for his complaint to be considered by an ombudsman. He says, in summary, that all the faults identified in the inspection report haven't been considered, the independent expert wasn't asked to look at the issue with the car's headlights and the manufacturer's dealer only investigated the ticking noise. He says that the exposed wires under the bonnet should have been checked but haven't been considered.

## **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 these reasons:

- Moneybarn, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr W - whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it;
- the car that was supplied to Mr W was about five years old, had been driven for 104,337 miles and had a price of £10,089;

- satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will also depend on a number of factors;
- Mr W complained to Moneybarn about four specific faults with the car: a clicking noise from the driver's side of the car, difficulty with the gears, a seatbelt warning light and a fault with the stop/start function;
- Moneybarn arranged for the car to be inspected in October 2020 and the expert's report identified a clicking when the car was slowing down which required further investigation and broken and frayed wires under the bonnet, and it said that a new battery may be required which could be affecting the car's start/stop system (but it said that it didn't fail at the time of inspection);
- the dealer didn't accept the expert's findings and Moneybarn arranged for a further investigation of the car by a manufacturer's dealer in December 2020 – it investigated the noise issue but no fault could be found and it conducted a health check on the car – but no issues were found – the car's mileage was recorded as 107,437 at that time;
- I consider it to be more likely than not that the manufacturer's dealer's health check of the car would have identified any broken and frayed wires under the bonnet of the car if they had been a cause of concern;
- the car had passed an MOT test in August 2020 – before it was supplied to Mr W – and no advisories were noted – the MOT test includes checking that a car's headlights are working properly and the car wouldn't have passed an MOT test if there had been a fault with its headlights at that time;
- the car also passed an MOT test in August 2021 when its mileage was recorded as 112,797 – so, in the year that he'd had the car, Mr W had been able to use it to drive more than 8,000 miles;
- the car had been driven for 104,337 miles when it was supplied to Mr W and I'm not persuaded that there's enough evidence to show that there were any faults with the car at that time that would have caused it not to have been of satisfactory quality for a car of that age and mileage;
- Moneybarn has paid Mr W £100 because of the time that it took to deal with his complaint and £39.60 to reimburse him for the cost of some repairs to the car's headlights and it refunded one monthly payment of £265.61 – which is more than I would have required it to do in these circumstances;
- Mr W says that Moneybarn has recorded missed payments on his credit file – but that didn't form part of his original complaint to Moneybarn (or this service) so I'm unable to consider it in this decision (if Mr W wants to complain about the information that Moneybarn has recorded on his credit file he should first make a complaint to it and then, if he's not satisfied with its response, he may be able to make a separate complaint to this service);
- it's clear that Mr W feels strongly that the car wasn't of satisfactory quality when it was supplied to him and that he should be able to reject it but I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality at that time; and
- I sympathise with him for the issues that he's experienced but I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to allow Mr W to reject the car, to pay for it to be repaired, to pay him any more compensation or to take any other action in response to his complaint.

**My final decision**

My decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 2 December 2021.

Jarrold Hastings

**Ombudsman**