

The complaint

Mr M complains about issues relating to a car that was supplied to him under a conditional sale agreement with Moneybarn Limited.

What happened

A used car was supplied to Mr M under a conditional sale agreement with Moneybarn that he electronically signed in March 2020. He complained to Moneybarn nine days later that he hadn't received the V5 registration document for the car, the SD card was missing from the satnav and the car only had ten months left on its MOT certificate but had been sold with a full MOT.

Moneybarn said that it would arrange for a replacement SD card and registration document to be supplied but that the car hadn't been advertised as having a full MOT. In June 2020, whilst he was waiting for the replacement SD card and registration document, Mr M complained about other issues with the car, including the DAB radio not working, the low tyre pressure warning on the dashboard being lit and the brake light being on even though the brakes were working. He said that he wanted to reject the car.

The dealer offered to cover the cost of a new SD card up to the value of £50 and recommended that Mr M take the car to a specified retailer – but he didn't do so. Moneybarn arranged for the car to be inspected by an independent expert in September 2020. The inspection report said that the car had been of satisfactory quality at the point of sale and that the faults were electrical and could have occurred at any time since the finance was inception. Moneybarn didn't uphold his complaint so Mr M complained to this service. He's provided an estimate dated June 2021 for £870 for a replacement EGR (exhaust gas recirculation) valve.

Our investigator didn't recommend that Mr M's complaint should be upheld. She didn't think that he was any worse off because there was 10 months instead of 12 months on the car's MOT and she thought that Moneybarn had acted fairly and reasonably in connection with the registration document and SD card. She thought that the car was of satisfactory quality when it was supplied to Mr M and she didn't think that Moneybarn was unreasonable in not offering to repair the issues about which he'd complained. She said that Mr M had only made one monthly payment to Moneybarn but had continued to use the car which she didn't think was fair.

Mr M has asked for his complaint to be considered by an ombudsman. He says, in summary, that:

- he's never been in a position to pay for the SD card up front;
- he sorted out the registration document by contacting the DVLA;
- the independent expert didn't test drive the car and he had to use it to get to work;
- all of the issues occurred during the first week of having the car and a car with this kind of relatively low mileage should not get any of these problems, especially not an EGR valve problem;

- he feels that he's been totally ignored by Moneybarn as this could have been rectified within the first weeks but he's had to borrow money from family to get a car so that he can get to work and he's gone bankrupt; and
- the car hasn't been used for over a year so Moneybarn should either pay for the repairs or collect the car from the garage it's at.

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 our 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 M - 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 M was about eight years old, had been driven for 56,970 miles and had a price of £6,098;
- 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 M complained to Moneybarn about three issues in March 2020 – the MOT certificate, the SD card and the registration document;
- he says that he was told that the car had a full MOT certificate but I've seen no other evidence to show that Mr M was told that the car would be supplied to him with a twelve month MOT certificate – the car had passed an MOT test in January 2020, I don't consider it to be likely that he would have been told that it had passed an MOT test in March 2020 and MOT test information is publicly available – so I'm not persuaded that Moneybarn has acted incorrectly in connection with the car's MOT certificate;
- the car was missing the SD card required for the satnav and Moneybarn said that it would be replaced – there was a delay in that happening and the dealer said that it would cover the cost of a new SD card up to the value of £50 and recommended that Mr M take the car to a specified retailer – I consider that to have been a fair and reasonable response to the missing SD card;
- Mr M says that he's never been in a position to pay for the SD card up front but he's only made one monthly payments to Moneybarn and I'm not persuaded that it would be fair or reasonable for me to require it to take any further action about the missing SD card;
- Moneybarn said that it would replace the registration document but there was a delay in that happening (but that was at the time of the government imposed restrictions in response to the pandemic and I'm not persuaded that Mr M has suffered a loss as a result of the delay in the document being supplied to him) - he says that he sorted out the registration document himself so I don't consider that it would be fair or reasonable for me to require Moneybarn to take any further action about the registration document;
- Mr M complained to Moneybarn in June 2020 about other issues with the car and he says that all of the issues occurred during the first week of having the car – but he

didn't refer to those issues when he complained to Moneybarn in March 2020 so I don't consider it to be likely that those issues were present at that time;

- Moneybarn arranged for the car to be inspected by an independent expert – the inspection took place in September 2020 and the car's mileage at that time was recorded as 62,492 – so Mr M had been able to drive the car for more than 5,500 miles between March and September 2020;
- Mr M says that the independent expert didn't test drive the car but I consider that it's reasonable for the expert to conclude what needs to be done to investigate the issues referred to it – and I'm not persuaded that there's enough evidence to show that the independent expert acted incorrectly in these circumstances;
- the expert's report said: *"We would conclude that the faults could be confirmed. The tyre pressure monitoring system warning light was illuminated, the high level brake light was flickering and dull and the DAB radio did not function correctly, all of which we considered to be electrical faults, which may have occurred at any point and would not be considered the responsibility of the selling agent"*;
- I sympathise with Mr M for those issues, and the issue with the EGR valve, but I don't consider it to be likely that those issues were present when the car was supplied to him or that the car wasn't of satisfactory quality at that time;
- Mr M says that the car's mileage in July 2021 was 64,141 and he says that he's got another car and hasn't used this car for more than a year – but he's only made one monthly payment under the agreement to Moneybarn;
- I sympathise with Mr M for the financial difficulties that he's described but I don't consider that it would be fair or reasonable for me to require Moneybarn to allow Mr M to reject the car or to pay for it to be repaired, to pay him any compensation or to take any other action in response to his complaint; and
- I suggest that Mr M contacts Moneybarn about the arrears on his account and the future monthly payments – he should explain his financial difficulties to it and try to agree an affordable repayment arrangement for the amount that he owes to it – it's required to respond to his financial difficulties positively and sympathetically.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 October 2021.

Jarrold Hastings

Ombudsman