

## **The complaint**

Mr H complains about the quality of a car he was 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 Mr H, 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.

Mr H acquired his 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.

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 Mr H. The car here was about six years and had already completed about 89,000 miles so I think a reasonable person would expect quite a bit of wear and tear to be present and for some components to be coming to the end of their serviceable life.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when Moneybarn were responsible for the car's quality.

Mr H has provided a job card from November 2019, four months into his agreement. That job card shows that an exhaust sensor was replaced by the dealership. It seems likely given the fact that the car had only been in Mr H's possession for a few months, that this was a fault

that was present or developing when Mr H took receipt of the car but I don't think it's unreasonable to suggest the fault was an example of wear and tear on a vehicle of this age and mileage, and I don't therefore think Moneybarn needed to resolve the problem for Mr H or provide a refund for the repair that was carried out.

Mr H says there were other faults at that time. He says there was a wiring issue and a side panel was loose and he also suspected some gearbox issues. I think the loose panel is an example of what would be considered fair wear and tear and I've not been provided with enough evidence to suggest there was a wiring problem at the point of supply or that there were gearbox issues.

A fault with the gearbox Intermediate Reduction Drive (IRD) was reported to Moneybarn in June 2020, eleven months after the car was supplied to Mr H. As that fault was reported so late the law puts the onus on Mr H to demonstrate it was present or developing at the point of supply. I don't think Mr H has been able to do that. I think it's more likely that this is an issue that has developed more latterly, as I think the problem would have been noticeable earlier otherwise. I don't therefore think it would be fair to hold Moneybarn responsible for its rectification.

So, I'm not persuaded there is sufficient evidence this car was not of satisfactory quality and I'm therefore 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 Mr H to accept or reject my decision before 27 October 2021.

Phillip McMahon  
**Ombudsman**