

The complaint

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What happened

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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:

When Mr S first brought his complaint to this service he was seeking rejection of the car, but in the meantime Moneybarn has accepted this and so I need not comment further on that matter save to say I agree with our investigator's comments.

Moneybarn offered to take the car back, refund Mr S's deposit and his monthly payments. It also offered to cover the £100 cost of recovering the car and a refund of £150 towards the cost of repairs carried out in July 2020 and £86.95 for a new battery. Prior to this it had paid Mr S to sums for compensation of £150 and £250.

Our investigator identified the following consequential losses incurred by Mr S:

- Injector testing and cleaning - £80
- Exide Premium Battery + warranty - £86.95
- Checks carried out on the car - £150
- Vehicle recovery - £100

He thought the battery was a wear and tear item and he suggested Moneybarn pay £330 plus annual simple interest at 8%. Having reviewed Moneybarn's offer it has covered recovery cost of £100, the repairs of £150 and the battery of £86.95, but not the injector costs. Given the battery cost is broadly equivalent to the injector cost I see no need to require Moneybarn to alter its offer.

Putting things right

Moneybarn should recompense Mr S as set out below.

My final decision

Moneybarn No. 1 Limited has already made an offer to take the car back, refund Mr S's deposit and his monthly payments. It also offered to cover the £100 cost of recovering the car and a refund of £150 towards the cost of repairs carried out in July 2020 and £86.95 for a new battery plus interest 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 take the car back and pay the sums outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 November 2021.

Ivor Graham
Ombudsman