

The complaint

Mr M complains about the quality of a car he has been financing through an agreement with Moneybarn No. 1 Limited, trading as 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 M, 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 M 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 M. The car here was about eight years old and had already completed over 100,000 miles. So, I think a reasonable person would expect it to be showing considerable signs of wear and tear.

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, unless they can demonstrate otherwise. Mr M reported faults with his car a little later than six months after his agreement started so the relevant legislation says it's for him to demonstrate the faults were present or developing when the car was supplied.

I think the problem with the radio and the need to replace the battery were issues a reasonable person might expect on a car of this age and mileage and are examples of wear and tear that it would not be fair to hold Moneybarn responsible for.

An MOT was completed on the car shortly before the sale. So, I'm persuaded the tyres and brakes would have been in a roadworthy state at that time and I think the same applies to the coil spring.

The other issues pertain to a fault with an injector. The independent engineer who is an expert in these matters has explained that:

"poor failed repairs have been carried out in regard to the removal of injector 4. This has resulted in a metal bar being welded onto the retaining clamp, which is allowing exhaust gases to emit from this location. It was also noted that there is oil and fuel leaking from this area..."

I can understand that Mr M will be upset at the expert's finding that this is unlikely to have been the state of the car when it was supplied to him. He's explained that the car hasn't had any work done to it. But, as he reported the issue after he'd had the car for some time and had completed about 2,000 miles I think the onus is on him to demonstrate the fault was present from the beginning. I can therefore understand the expert's view that on the evidence presented it is more likely than not that the injector problem has happened subsequently.

I don't therefore think it would be fair to ask 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 M to accept or reject my decision before 17 March 2022.

Phillip McMahon
Ombudsman