

## The complaint

Ms S complains that Moneybarn No. 1 Limited refused to let her reject a car that was both faulty and unsuitable.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute so instead I'll focus on giving the 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.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

While Ms S had some issue with the car after collection I note that the independent report which was undertaken some four months after purchase states that these would most likely not have been present at the point of sale. I am slightly surprised by that conclusion given Ms S reported the faults within days of collecting the car.

However, I need not comment further as I do not believe the faults to be the key issue in addressing this complaint. I consider that while there may have been a breach of contract, I am satisfied that there was misrepresentation.

A misrepresentation is when a false statement of fact has been made and that false statement of fact induced a consumer to purchase the goods or services. In order to find a misrepresentation has occurred, there must be proof that a false statement of fact has been made and it needs to be decided that that false statement induced the consumer to enter into the agreement.

I have listened to the call provided by Moneybarn and Ms S expressed some concerns about the car and the fact she was unable to test drive it due to Covid rules. She was also concerned that the dealer was located some distance away from her home.

She was reassured by the broker that: *"if you drive the car away, you've got 14 days to return that vehicle. It gives you chance then to have a 14-day test drive in effect."* This was incorrect and it amounts to a false statement of fact. It clearly influenced Ms S as she felt reassured that she wasn't committing to buy the car. After she acquired it she was unhappy, but she wasn't able to return the car and it seems the dealer didn't fully engage with her.

So, as I am satisfied there was misrepresentation as defined within consumer law I believe this complaint should be upheld. As she has had use of the car she should pay the monthly payments due for the period she has had it. She should only be liable for the period up to the date she accepts this decision.

Furthermore, she has also suffered distress and inconvenience in dealing with this matter

and I think she should be compensated to the sum of £150.

### **Putting things right**

Ms S should be allowed to reject the car and be compensated.

### **My final decision**

My final decision is that I uphold this complaint and I direct Moneybarn No. 1 Limited to:

- collect the car at no cost to Ms S,
- end the agreement with no further cost,
- pay Ms S £150 compensation in respect of the distress and inconvenience she has suffered.
- If Moneybarn has made any adverse entries on her credit file these should be removed

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 10 May 2022.

Ivor Graham  
**Ombudsman**