

## **The complaint**

Mr and Mrs M complain about the quality of a car they have been financing through an agreement with Moneybarn No. 1 Limited (who I'll call "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 was sorry to hear that Mr and Mrs M's car had been stolen and I know my decision will come as a further disappointment to them, but I am not persuaded I have enough evidence to suggest the car they were financing was of unsatisfactory quality.

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 and Mrs M acquired their car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The Consumer Rights Act (2015) is the relevant legislation. It says that the car should have been of satisfactory quality when supplied. If it wasn't then Moneybarn 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.

Mr and Mrs M say the boot lock was faulty on the car and the business' notes suggest they felt that was the reason it was stolen.

I can see that a mobile mechanic visited Mr and Mrs M to look at a problem with the boot locking in November 2021. But the mechanic wasn't able to find a fault with the lock and explained that the keyless entry system allowed the boot to be opened without a key when the fob was in close proximity.

I've not seen evidence that Mr and Mrs M complained about the mechanics findings, so I think it's fair to suggest that probably resolved the issue. It wasn't until the 16 December 2021 that Mr M called Moneybarn to explain the car had been stolen that day, and to raise

his claim with them. I think had the lock not been working he would have been likely to have called them, or the dealership earlier.

I'm not therefore persuaded that there is sufficient evidence this car was supplied in an unsatisfactory condition.

The terms of the finance agreement said:

*5.9 If the goods are lost, stolen or are considered a total loss by the insurer then the following amounts will become immediately payable:*

*5.9.1 all unpaid payments and any other sums due that you should have paid under this Agreement before the total loss;*

*5.9.2 the rest of the total amount payable under this Agreement less a rebate for early settlement as required by law.*

So I don't think Moneybarn did anything wrong when they sent a default notice to Mr M and Mrs M, when those funds weren't paid.

Moneybarn paid Mr and Mrs M £100 to compensate them for the poor service they received when the business delayed setting up their complaint. I don't think Mr and Mrs M were financially disadvantaged by that delay as I think the outcome would have been the same. In all the circumstances I think the business' offer was a fair one and I'm not asking them to pay anymore.

Ultimately, whilst I have a lot of sympathy for the position Mr and Mrs M's find themselves in, I'm afraid I don't think Moneybarn need 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 and Mrs M to accept or reject my decision before 7 April 2023.

Phillip McMahon  
**Ombudsman**