

The complaint

Miss S complains that a car acquired with finance from Moneybarn No 1 Limited wasn't of satisfactory quality.

What happened

In November 2021 Miss S was supplied with a car and entered into a conditional sale agreement with Moneybarn. At the point of supply the car was around 6 years old and had covered around 87000 miles.

Miss S experienced with the car. Moneybarn arranged for the car to be inspected. The report identified that the windscreen wipers weren't operating correctly, and the reversing lights were faulty. The report concluded that the issues were due to wear and tear. Based on the report, Moneybarn didn't uphold Miss S's complaint.

I issued a provisional decision in which I upheld the complaint. I said that based on what I'd seen, I was satisfied that there were faults with the car, as evidenced by the inspection report. I found that these faults made the car of unsatisfactory quality because the faults had occurred within the first 6 months and because they impacted on Miss S's ability to drive the car safely. I also said that I didn't think a reasonable person would expect to be supplied with a car with faulty wipers and rear lights. I said that because Moneybarn had previously told Miss S that it would consider reimbursing the cost of repairs to the wipers and rear lights if Miss S obtained quotes, the fairest way to resolve the complaint would be for Moneybarn to arrange these repairs.

I invited both parties to let me have any further evidence or arguments they wished to raise. Neither party responded.

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.

Neither party responded to my provisional decision. Having considered everything, I see no reason to reach a different conclusion to that which I have already reached.

Putting things right

To put things right, Moneybarn No 1 Limited must arrange for the fault with the wipers and the rear lights to be repaired at no cost to Miss S and pay compensation of £150 to Miss S for distress and inconvenience.

My final decision

My final decision is that I uphold the complaint. Moneybarn No 1 Limited must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept

or reject my decision before 13 February 2023.

Emma Davy
Ombudsman