

## **The complaint**

Miss S complains about the quality of a car she was 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 know it will disappoint Miss S, but I don't think Moneybarn need to take any action here. I'll 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.

Miss S acquired her 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, 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.

The other relevant circumstances would include the age and mileage of the car when supplied. Here the car was already nine years old and had completed over 109,000 miles, so I think a reasonable person would expect there to be quite significant signs of wear and tear.

Miss S has explained that she had problems with the car from the start. She's provided a couple of receipts to evidence these problems. The first shows that an oil change was completed in early March 2022. I don't think that suggests there was anything wrong with the car. I think oil changes will be required from time to time as I think it's fair to consider oil as a consumable item.

The second invoice isn't dated but as the car's mileage hasn't increased by much I think it's likely the work detailed in the invoice was done in March or April 2022. The invoice explains

that it's been necessary to replace a wheel screw at a cost of £11.50 and that the air and oil filters have been changed. There's a note that details the findings of a diagnostic check. Those findings include, a fault code that appears to be related to the crankshaft, and a finding that the car requires an offside hub due to the thread in one hole being cross threaded and the wheel nut fitting wrong. The diagnostic goes on to explain that radiator brackets are broken, a near side front spring is broken, and an offside shock is leaking. A note on the invoice says:

*"customer taking back to garage that they bought it from OSF hub required due to thread"*.

Miss S says she was told she had to get that work done before Moneybarn would consider allowing her to return the car, I've not been able to identify any evidence she was told that from the information we've currently been provided. But even if I'm wrong about that, I don't think I have evidence that the issues listed on the invoice were repaired. I've not seen a repair invoice for instance. I've only seen the diagnostic and that diagnostic explains that Miss S is returning the car to the dealership to have the work completed.

And even if that work was completed, I don't think there's enough in the diagnostic description to suggest the work identified wouldn't fairly be considered to be normal wear and tear on a car of this age and mileage. For instance, I think a reasonable person would expect suspension components to fail over time through normal wear and tear.

Miss S has explained that when she got the car it couldn't be started as the battery was flat. I've not seen further corroboration of that or of the Engine Management Light issue Miss S has explained she was told had illuminated because of the battery failure. And, even if I had, I don't think a battery failure on a car of that age and mileage would be unexpected.

The car was provided on a conditional basis. It would only become Miss S's property when, and if, she paid the Total Amount Payable under the agreement. So, it was Moneybarn who needed to register the car with the DVLA, and Moneybarn who would have the vehicle registration documents.

Overall, whilst I have sympathy with the situation Miss S has found herself in, I don't think I have sufficient evidence that the car she was supplied with was of unsatisfactory quality and I'm therefore not asking Moneybarn to take any 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 Miss S to accept or reject my decision before 7 April 2023.

Phillip McMahon  
**Ombudsman**