

## **The complaint**

Mr C complains that a car he has been financing through an agreement with Moneybarn No. 1 Limited (who I'll call "Moneybarn") was of unsatisfactory quality and was misrepresented to him.

## **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 C, but I think Moneybarn have done enough here and I'm not asking them to take any further action.

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

## ***Satisfactory quality***

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.

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 C. The car here was already about 10 years old and had already completed about 87,000 miles. So, I think it likely that there would be some wear and tear present and that some components would be reaching the end of their serviceable life.

Mr C has explained he has a problem with the air conditioning that's not been diagnosed yet, he's told us he believes the air conditioning pump is "*on its way out*". I can see he raised the issue with Moneybarn when he originally complained, but that they didn't respond on that

point. On the evidence provided I think it's likely this fault is a wear and tear issue that could be expected on a vehicle of this age and mileage, and I don't think Moneybarn need to take any action regarding it.

I can see that the auxiliary belt tensioner needed some attention in December 2022 but, as that was about seven months after Mr C had taken receipt of the car and about 4,700 miles later, I don't think it's likely that fault was developing when the car was supplied. I don't think Mr C is claiming that either. But, for clarity, I'd agree that I don't think it would be fair to hold Moneybarn responsible.

### ***Misrepresentation***

Section 56 of the Consumer Credit Act (1974) explains that finance providers are liable for what they say and for what is said by a credit broker or a supplier before the consumer takes out the credit agreement.

So, if Mr C was given a false statement of fact or law by the supplier regarding the servicing of the car, that was a significant factor in persuading him to enter into the agreement, I may think the agreement was misrepresented to him and in those circumstances I may hold Moneybarn responsible for putting things right.

It's Mr C's testimony that the supplier told him the cam belt had been changed in line with the servicing requirements. He's subsequently discovered it wasn't and he'd like the business to ensure it's done before the belt fails.

I don't think I have sufficient evidence to persuade me Mr C was given a false statement of fact about the servicing. Whilst I understand his assertion, I don't have information to demonstrate the car was sold with a full service history. I've not seen the original advert and Mr C has suggested the information shown on the advert would have been likely to be minimal anyway. The service book shows there was a gap in the servicing in 2018, so it seems unlikely the car would have been advertised with a full service history as the stamps in the book would clearly show that wasn't the case.

Given the limited information I think Moneybarn's offer of £175 towards the cost of any cam belt repair was a fair one, and I'm not asking them 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 C to accept or reject my decision before 17 April 2023.

Phillip McMahon  
**Ombudsman**