

The complaint

Mr F complains that a car acquired with finance from Moneybarn Limited wasn't of satisfactory quality.

What happened

In November 2021 Mr F 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 72,000 miles.

Mr F has told this service that at the point of supply the dealership agreed to supply and fit a new nox sensor.

A few months after getting the car, Mr F noticed that the engine management light had illuminated. Mr F believed that this was related to the nox sensor. He tried to claim under the warranty, but the dealership wasn't able to provide documentation to show that a new nox sensor had been fitted to the car at the point of supply.

Mr F complained to Moneybarn. Moneybarn didn't uphold the complaint. It said the fault was likely to have been due to wear and tear. It offered £250 towards the cost of repairs as a gesture of goodwill.

Mr F remained unhappy and complained to this service.

Our investigator didn't uphold the complaint. She said that she couldn't be satisfied, based on the evidence, that there was a fault with the nox sensor, or that Moneybarn supplied a car which wasn't of satisfactory quality.

Mr F didn't agree so I've been asked to make a final 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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account things like the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general state and condition, and other things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr F was second hand, so I'd expect it to have a degree of wear and tear commensurate with its age and mileage, and for the car to require more repairs and maintenance than, say, a brand new car.

I've considered all of the available information and I've thought about whether there was a fault with the car. Mr F has said that there was a fault with the nox sensor. He's provided an

invoice dated August 2022. This shows that some work was carried out on the car, including an oil change. It also shows that there were some stored codes relating to the nox sensor.

I've taken this information into account. However, because there isn't a diagnostic report or an engineer's report which states that there is a fault with the nox sensor, I don't have any independent evidence to say that there's a fault with the car. And because the nox sensor was replaced in October 2021, I can't be certain that the stored fault codes don't relate to this and haven't been cleared from the computer.

This service asked Mr F to provide evidence to show that a further repair was carried out to the nox sensor. Mr F said that he paid for the repair in cash and isn't able to provide an invoice. Without any evidence that a further repair to the nox sensor was carried out, I'm unable to safely conclude that the nox sensor was faulty.

I've also considered the vehicle health check report dated October 2022. This shows that the tyre pressure warning light was illuminated. However, it doesn't report that the engine management light is illuminated or that there is a fault with the nox sensor. So, this health check report doesn't assist me in determining whether there was a fault with the nox sensor.

Based on everything I've seen, there isn't enough evidence for me to conclude that there was a fault with the car, or that the car wasn't of satisfactory quality when it was supplied. I won't be asking Moneybarn to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 5 September 2023.

Emma Davy
Ombudsman