

The complaint

Mr H has complained about the quality of his car, which was financed by Moneybarn Limited.

What happened

In November 2022, Mr H entered into a finance agreement with Moneybarn, for a used car. He later contacted Moneybarn to say he was having a number of issues with it. These included:

- it had no oil;
- the tyres were bald;
- the tracking wasn't working properly; and
- there was a fault with the computer.

Mr H doesn't feel the car should have passed its MOT. He also says he'd been told the car had been serviced, but it hadn't. Mr H has explained the car has now broken down, and isn't driveable.

Mr H complained to our service, and one of our investigators looked into what happened. Having done so, she was satisfied that the car was faulty. This was because an independent inspection, carried out in January 2023, reported problems related to three glow plug circuits, and insufficient voltage. The report also said the car wasn't roadworthy, because of the worn tyres.

So, our investigator then went on to think about whether the car had been of satisfactory quality, when it was supplied. She noted that the car was eleven years old, and had 113,000 miles on the clock when it was supplied. So, it would be reasonable to expect that parts of the car would have suffered wear and tear, and would likely need maintenance/repair earlier than a less road-worn car.

By the time of the inspection report, the car had a reported mileage of 118,223 – meaning Mr H had been able to drive it for over 5,000 miles, before the problems appeared. The report noted that this was sufficient mileage to wear down the tyres, such that they'd need replacing.

The car had also passed its MOT in October 2022, shortly before it was supplied. So, the tyres met the safety requirements at that time

Further, the report said that the fault codes would typically be related to a faulty glow plug module. This can happen suddenly, and there's no evidence it was present at the point of supply.

Overall, our investigator felt the issues were caused by reasonable wear and tear. This meant she thought the car was of satisfactory quality when it was supplied.

Finally, she thought about what Mr H said about the car not being serviced before it was supplied. But on balance, she didn't think there was enough evidence that Mr H had been promised this, before entering into the finance agreement.

Mr H disagreed. In summary, he said that:

- the reported mileage wasn't correct;
- the diagnostic report wasn't carried out properly; and
- the car shouldn't have passed its MOT.

The complaint's now been passed to me to decide.

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.

Please be aware that I've carefully considered everything that both parties have told me. So, where I don't refer to any specific points made, it isn't because I haven't thought about them. Rather, I've focussed on what I consider to go to the heart of the complaint, to reach a fair outcome.

I know the issues with the car have had a big impact on Mr H's life. I'm very sorry to hear this, and I know my decision will be very disappointing for him. But, having taken all of the submissions into account, I agree with the investigator. I'll explain why.

I'm satisfied that it's most likely the issues have been caused by wear and tear, commensurate with the age and mileage of the car. I'm particularly persuaded by Mr H having driven around 5,000 miles before the problems presented themselves. I know Mr H feels the mileage has been misrepresented, but I've seen nothing to suggest this is the case.

I'm also persuaded by the car having passed its MOT shortly before supply. This couldn't have happened if the tyres had been bald at that point. I know Mr H queries the MOT, but I've seen no evidence of anything untoward.

Mr H has also queried the independent inspection. Again, I've seen nothing to suggest it wasn't carried out to a high standard. The reason the car wasn't driven was because the tyres were bald, and I think this is reasonable.

I've also thought about whether Mr H was promised that the car would be serviced before it was supplied. I'm afraid I don't have sufficient evidence of this. And although Mr H has said the oil level was low, this is something that can be (and regularly must be) easily topped up. So I don't think this goes to the quality of the car.

I'm sorry that these issues have impacted Mr H the way they have. But, in this case, I'm satisfied the car was of satisfactory quality when it was supplied. So, I'm not asking Moneybarn to do anything further.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or

reject my decision before 28 November 2023.

Elspeth Wood
Ombudsman