

## **The complaint**

Mr A has complained that a car he acquired, using finance from Moneybarn No. 1 Limited, wasn't of satisfactory quality.

## **What happened**

Mr A entered into a finance agreement with Moneybarn, for a used car. It was just under eight years old, and had around 94,860 miles on the clock.

Four months later, Mr A complained to Moneybarn. He said that a rear brake wouldn't release. After the car had been recovered to the dealership, repairs were carried out and he was told there were problems with the calliper and cylinder.

Shortly afterwards, there were further issues. Specifically, the brake lights were on continuously, cruise control wouldn't work, the windscreen wipers broke and the engine seized.

Mr A told Moneybarn he wants a refund or replacement, as the car is dangerous and not of satisfactory quality. Moneybarn acknowledged receipt of the complaint, but later wrote to Mr A to say it would need longer to look into things. It also said Mr A could complaint to our service, which he did. His complaint concerns both the quality of the car, and Moneybarn's lack of response.

One of our investigators looked into what had happened, but he didn't think the complaint should be upheld. He said he was satisfied that there were faults with the car, based on repair estimates that have been provided, and an RAC report.

However, our investigator was also mindful of the car's age and mileage. Also, its price was lower than if it had been supplied new. So, it would be reasonable to expect it had suffered notable wear and tear. Accordingly, it would likely need repairs and maintenance sooner than a newer car.

Our investigator explained that he needed to be persuaded that the faults were present when the car was supplied to Mr A, and that there was an inherent defect with the car, as opposed to it having wear and tear. But he was satisfied that the problems had been caused by wear and tear. This was particularly so, given there's no evidence of any issues for the first four months.

Our investigator also looked at the customer service Mr A had received. He was satisfied that there had been reasonable communication between Mr A and Moneybarn in the lead up to the complaint. As regards the delay, he thought Moneybarn had behaved correctly in telling Mr A he could complain to our service.

## **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.

Having done so, I agree with our investigator, and for the same reasons. I'll explain why.

Mr A's car was just under eight years old, with significant mileage. And, where I've been provided with evidence of specific faults, I'm satisfied that these are wear and tear items, commensurate with the age and mileage of the car.

As regards customer service, I'm satisfied that it was reasonable overall. Although Moneybarn didn't respond to every message Mr A sent, it did address his queries. And while it's not ideal that it was unable to conclude its investigation in the given timeframe, it acted correctly in explaining this to Mr A, and referring him to our service.

I know this will be disappointing for Mr A, but I'm not persuaded the car was of unsatisfactory quality at the point of supply.

### **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 A to accept or reject my decision before 28 July 2023.

Elspeth Wood  
**Ombudsman**