

## **The complaint**

Miss F complains about the quality of a car she has been financing through an agreement with Moneybarn No. 1 Limited, trading as 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 F, 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 F 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.

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 Miss F. The car here was already over ten years old and had completed over 96,000 miles. So, I think a reasonable person would expect it to be experiencing significant wear and tear and consider that many components may be reaching the end of their serviceable life.

The dealership repaired, or paid for, several issues that Miss F referred to them in the first few months of ownership. Notably, I can see they replaced the engine and paid for repairs to a headlight, oil leak, and water pump. They also repaired a heater issue after they'd replaced the engine.

Miss F reported further issues from about October 2022 onwards. They included problems with the power steering, wiring, and a possible lambda sensor problem. But, whilst those

issues have clearly been problematic, Moneybarn are only responsible for problems with the car when supplied, and I've not seen evidence that would persuade me those issues were present or developing on this vehicle at the point of supply.

The relevant legislation says we should also consider whether a car has been durable. I understand that this car has had several faults in the time Miss F has been in charge of it and that must have been very frustrating for her. But given its age and mileage I don't think those problems were unexpected, and I'm not persuaded I therefore have evidence to suggest the vehicle hasn't been durable.

Ultimately, I'm not persuaded Moneybarn have been unreasonable here and I'm not asking them to take any action.

Miss F has also been alerted to the car having been "mapped" and she says she wouldn't have proceeded with the deal had she known about that, or the enlarged tailpipe and enlarged air filter. They're not issues that Moneybarn have yet had a chance to respond to. So, Miss F will need to refer them to Moneybarn first, and if she's dissatisfied with the response she receives she can then escalate the complaint to this Service.

### **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 F to accept or reject my decision before 22 May 2023.

Phillip McMahon  
**Ombudsman**