

## **The complaint**

Mr F complains about the quality of a car he has been financing through an agreement with Moneybarn Limited, who I'll call "Moneybarn". He also says the mileage was wrong and the cost was overinflated.

## **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 F, but I don't think Moneybarn have done anything wrong 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.

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

## ***Was the car of 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 F. The car here was about nine years old and had completed over 100,000 miles. So, I think a reasonable person would expect it to have significant wear and tear and not to be fault free as would perhaps be the case with a new car.

When Mr F reported faults with the keys and camera on his car he had already been in possession of it for some time. Moneybarn are only responsible for faults that were present, or developing, when the car was supplied to him and given the car's age and mileage, I think

it would be reasonable to expect some wear and tear on the vehicle. In the absence of any expert evidence to demonstrate otherwise I think it's therefore likely the faults Mr F reported were due to wear and tear and that Moneybarn didn't have responsibility for rectifying them.

### ***Was the car misrepresented to Mr F?***

Misrepresentation is, in very broad terms, a statement of law or of fact, made by one party to a contract to the other, which is untrue, and which materially influenced the other party to enter into the contract.

Mr F says that when he agreed to buy the car he was told it had a mileage of 100,000 but that had increased by the time he received it. I've not seen any further evidence to support Mr F's testimony, and I can see that both the invoice and finance agreement (signed by Mr F) list the mileage as 102,000. It seems that mileage may have been rounded down as the MOT completed ahead of supply suggests a mileage of 102,971. But I think that was most probably a rounding issue and, regardless, I don't think it would be fair to suggest it amounted to a misrepresentation, as I think such a small mileage variation would be unlikely to materially influence Mr F's willingness to enter into the contract.

Mr F told Moneybarn that he'd been promised the car would cost £7,000. But I've not seen any evidence to corroborate that assertion, and the invoice and the finance agreement (Mr F signed) both list the sales price as £9,178. I think it was therefore likely that Mr F had accepted that price and I don't think the price was misrepresented to him.

Mr F also says the car wasn't worth what he paid for it, but as Mr F agreed to the price the dealership charged and agreed to the finance agreement that funded that charge, I don't think it would be fair to suggest Moneybarn had done anything wrong. It's not for this Service to determine the cost of goods and Mr F was free not to proceed with the deal if he thought the goods were overpriced.

Ultimately, I don't think Moneybarn have done anything wrong here and I'm not asking them to take any 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 F to accept or reject my decision before 1 June 2023.

Phillip McMahon  
**Ombudsman**