

The complaint

Mr G complains that a car acquired with finance from Moneybarn No 1 Limited wasn't of satisfactory quality.

What happened

In December 2021 Mr G was supplied with a car and entered into a conditional sale agreement with Moneybarn. At the point of supply the car was around six years old and had covered around 58,000 miles.

Mr G says that he experienced issues with the car within the first few weeks of getting it. He says there were warning lights illuminated on the dashboard relating to the tyres and the engine. The car later went into limp mode.

Mr G says that he's had repairs carried out to the diesel particulate filter (DPF) and that he's replaced all four tyres. He says he's had the EGR cleaned twice but that there are still issues with the car. Mr G says that the car didn't pass its MOT because of the faults, and he's now stopped making payments under the finance agreement.

Mr G first raised a complaint with Moneybarn in late 2022. He complained about the oil consumption and issues with the DPF. In its final response dated 11 October 2022, Moneybarn didn't uphold the complaint. It said there wasn't any evidence to show that the fault was present at the point of supply and that the issue was due to wear and tear.

Mr G raised a further complaint with Moneybarn in February 2023. He complained that the car was in limp mode and hadn't passed its MOT. Moneybarn asked Mr G to provide evidence to show that the fault was present at the point of supply. Mr G didn't send Moneybarn any evidence and it issued a final response on 3 April 2023 in which it said it didn't uphold the complaint and that the issues were due to wear and tear.

Mr G was unhappy with Moneybarn's response and brought his complaint to this service.

Our investigator didn't uphold the complaint. She said there wasn't any evidence to show that the fault with the car was present or developing at the point of supply and that she didn't have enough evidence to say that the car wasn't of satisfactory quality.

Mr G didn't agree. He said he'd spent over £1800 trying to fix the issues with the car and he didn't accept that they were due to wear and tear.

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 expect, taking into account things such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods

includes their general condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr G was around six years old and had covered around 58,000 miles. It's reasonable to expect that the car already had a degree of wear and tear, and that it would require more repairs than, say, a brand new car. So, in order to uphold this complaint, I would need to be satisfied that there was a fault with the car at the point of supply, as opposed to a fault which developed due to general wear and tear.

I've reviewed the available information about the issues which Mr G has experienced with the car. Based on what I've seen, I think it's likely that there is a fault with the car. Mr G has told this service that the car is displaying an error code, that it has gone into limp mode and that because of these issues it hasn't passed its MOT.

Just because there's a fault with the car doesn't mean that the car wasn't of satisfactory quality when it was supplied. I've looked at the available evidence to determine whether the car was of satisfactory quality when it was supplied to Mr G in December 2021.

The faults about which Mr G has complained occurred more than six months after the point of supply. The relevant legislation says that in these circumstances, it's up to Mr G to prove that the fault was present or developing at the point of supply. I can see that when it issued its first final response to Mr G in October 2022, Moneybarn asked Mr G to provide evidence to show that the faults were present at the point of supply.

Mr G hasn't provided any evidence to show that the fault was present at the point of supply. There's no independent inspection report or other engineering evidence that I can look at to help to determine what's wrong with the car and whether it was of satisfactory quality when supplied.

In the circumstances, there isn't enough evidence for me to be able to say that the car wasn't of satisfactory quality when it was supplied. So I can't hold Moneybarn liable for the current issues with the car.

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 G to accept or reject my decision before 24 October 2023.

Emma Davy
Ombudsman