

## **The complaint**

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

## **What happened**

In July 2022 Mr I was supplied with a car and entered into a conditional sale agreement with Moneybarn. At the point of supply the car was around 12 years old and had covered mileage of around 94,750.

Mr I experienced issues with the car. In July 2022 he complained to Moneybarn and said the car had been modified and that he was struggling to get insurance. Mr I also said that the car wasn't as advertised, that it was dirty and that the clutch was spongy. Mr I said he wanted to reject the car.

Moneybarn partially upheld the complaint. It said that the supplying dealer had agreed to inspect the car and carry out any necessary repairs. Moneybarn said it wouldn't be upholding the part of Mr I's complaint relating to cosmetic issues and/or misrepresentation at the point of supply. Moneybarn acknowledged that Mr I had been without the use of the car for 2 weeks whilst it was being repaired and offered a refund of 2 weeks of instalments totalling £78.59.

In January 2023 the car broke down. Mr I raised a further complaint with Moneybarn.

Moneybarn arranged for an independent inspection of the car. This took place in March 2023. The inspection report concluded that the exhaust and intake system had non standard components fitted, with the air intake filter appearing to be in new condition and not likely to have been in place at the point of supply. The report also said that because the car had covered 4379 miles since the point of supply, it was unlikely that the faults were present or developing at the point of supply.

Based on the findings of the report, Moneybarn didn't uphold Mr I's complaint. It said that given the age and mileage of the car, it was likely that the issues Mr I was experiencing were age related.

Mr I remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. She said that based on the information she'd seen, she didn't think the car was of unsatisfactory quality when it was supplied.

Mr I didn't agree. He said the car had been sold to him with modifications and he wanted to reject it.

## **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 regard as acceptable, taking into account factors 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 state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Mr I was around 12 years old and had covered 94,750 miles. So it's reasonable to expect that the car would already have a certain amount of wear and tear and that it was likely to require repairs sooner than, say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs with a car within the first 6 months of the point of supply, it's assumed that the fault was present or developing at the point of supply and it's generally up to the business to put things right. The business is allowed one opportunity to repair the fault. If the repair isn't successful the consumer can reject the car.

After 6 months, the burden of proof is reversed and it's up to the consumer to show that the fault was present or developing at the point of supply.

I've reviewed the available information about the issues which Mr I experienced with the car. Based on what I've seen, I'm satisfied that the car has a fault. I say this because the independent inspection report says that the car won't start and that there's an error message saying that the car has overheated.

I've gone on to consider whether the car was of satisfactory quality when it was supplied.

An independent inspection report can help to determine whether a car was of satisfactory quality when it was supplied. I've reviewed the independent inspection report obtained in this case. I've also had regard to the fact that the supplying dealer carried out some repairs in 2022 following Mr I's first complaint.

There's nothing in the independent inspection report which suggests that the previous repairs haven't been successful, or that the current fault is linked to the issues which Mr I experienced previously.

The independent report doesn't say exactly what has caused the fault with the car. But it does say that the car's engine has overheated. Engines can overheat for many reasons, but in general it's usually because something is wrong with the cooling system which means that heat isn't able to escape the engine compartment. Although the independent report doesn't say what the cause of the overheating is, it does say that because the car has covered 4379 miles since the point of supply, the fault would not have been present or developing at the point of supply.

I haven't seen any evidence from Mr I to challenge the engineers' conclusions. In the circumstances, I'm not persuaded that the fault was present or developing at the point of supply. I'm therefore unable to say that the car was of unsatisfactory quality when it was supplied.

I appreciate that Mr I feels very strongly about the modifications which have been made to the car. It's not in dispute that there are some modifications. The inspection report states that the exhaust and intake system have non-standard components fitted. However, there's nothing in the report to suggest that these components are linked to the current fault or that they are the cause of the engine overheating. Further, the engineer has stated that the non-standard components in the air intake system appears to have been fitted after the point of

supply. So, this isn't something I can hold Moneybarn responsible for.

Based on everything I've seen, I'm unable to say that the car was of unsatisfactory quality when it was supplied. I won't be asking Moneybarn to do anything further.

### **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 I to accept or reject my decision before 26 December 2023.

Emma Davy  
**Ombudsman**