

## **The complaint**

Mr G complains about the quality of a car he has been financing through an agreement with Moneybarn No. 1 Limited, who I'll call 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 Mr G, but I don't think this car has been of unsatisfactory quality. 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 G acquired his 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 Mr G. The car here was about seven years old and had already completed a little over 80,000 miles.

An old car with a high mileage will not be expected to be as good as a newer car with a low mileage, but it should still be fit for use on the road, in a condition that reflects its age and price.

Mr G says that the rear brakes were in an unsatisfactory condition when the car was supplied. He says the drum shoes had worn far too fast and must have been failing when he took receipt of the car. Brakes are a wear and tear item and needed to be in a roadworthy condition when the car was supplied. I'm persuaded they were as they passed the MOT carried out when Mr G took receipt of the vehicle. I also note that Mr G was able to complete over 8,000 miles in the car before the rear brake disc problem occurred. I don't think it's likely he would have been able to do that if the brakes were in an unacceptable condition at the inception of the deal.

Mr G also says the business should have replaced the cam belt when the car was supplied. He says the cam belt change was due at 80,000 miles (the business say that was 90,000 miles) but, regardless of whether that change should have been completed in services before the car was supplied to Mr G, I haven't seen any evidence that the car was supplied with a full service history. In those circumstances, I don't think the supplier had to ensure the cam belt was changed, and I'm not persuaded it was supplied in an unsatisfactory condition.

### **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 G to accept or reject my decision before 4 December 2023.

Phillip McMahon  
**Ombudsman**