

## **complaint**

Mr and Mrs B complain that the vehicle supplied through a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality. Mrs B brings this complaint on behalf of herself and her husband.

## **background**

The background to this complaint, and my initial conclusions, were set out in my provisional decision dated 12 October 2018 - a copy of which is attached and forms part of this final decision.

Mr and Mrs B accepted my provisional decision in part but disagreed with the financial settlement and provided further detailed comment. They also made a counter proposal for the calculation of 'fair use' of the vehicle. I have summarised their comments below and will deal with specific relevant points in my findings.

In summary, Mr and Mrs B wished to correct and clarify a few points on the provisional decision. They felt that the change in financial remedy was unfair and biased towards the business, who they said had been in breach of the conditional sale agreement since the start. Mrs B explained that allowing the business to keep 21 out of the total number of payments to date contradicted the acknowledgement the vehicle was supplied with inherent faults and hidden accident damage at the time of sale. She also said it didn't return them to their original position.

Mr and Mrs B also identified how, in their view, Moneybarn had behaved contrary to the Consumer Rights Act 2015, Consumer Protection From Unfair Trading Regulations 2008 and Consumer Credit Act 1974. This includes that the vehicle was misrepresented to them by Moneybarn when it failed to make them aware that the vehicle had previously been involved in an accident, and then repaired.

By way of a counter-proposal, Mr and Mrs B suggested that Moneybarn pay the additional costs and expenses as they were laid out in the investigator's view, but said they would accept a deduction for fair use at a rate of 25p per mile. Mrs B said she was aware that Moneybarn had previously accepted a rate of 16p per mile in other cases when a deduction for fair usage had been applied. She said they felt that the proposal reflected the duration, complexity and the disproportionate effect of the situation on them.

Moneybarn did not accept my provisional decision. It said the inspection report it commissioned from Company S identified issues with the steering but stated these were not inherent when the vehicle was purchased. Moneybarn noted Mr and Mrs B had continued to use the vehicle despite being advised of the steering issue. It also questioned why the report from Company E hadn't mentioned the significant time gap between the two reports, nor had it justified that gap.

Moneybarn said the inspection from Company E also relied on Mr and Mrs B's testimony only, as opposed to the facts available. In addition it said it believed it unlikely that the vehicle had not been used since the Company E inspection and noted that it had been running at that time. It believes that obtaining proof that the car hadn't been driven since that inspection was pivotal to reach a fair and reasonable outcome.

## **my findings**

I've reconsidered all the available evidence and arguments, as well as the additional comments from both parties, to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I'm not persuaded to depart from my provisional decision which I believe still stands, with a small adjustment to the level of compensation I think Moneybarn should pay to Mr and Mrs B.

I'd like to thank Mrs B and Moneybarn for the additional comments they provided following my provisional decision. I can see that Mrs B is frustrated by both the problems with the car itself, and the process of her and Mr B's complaint. And I understand her strength of feeling in this matter. I want to reassure Mr and Mrs B that I've read and considered all of the points Mrs B has made since my provisional decision, but I'll concentrate my comments in this decision 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 rather because I don't think I need to comment on it in order to reach what I think is the fair and correct outcome.

Mrs B has expressed frustration at the process and believes she and her husband have been treated unfairly, with an unfair bias towards Moneybarn. And Moneybarn has expressed its dissatisfaction that I have favoured the report from Company E over the report it commissioned from Company S.

My role is to be independent and look at the complaint objectively. This means I must treat both the business and consumer fairly and equally. Unfortunately, the parties, and the technical evidence each presented, contradict each other. In such cases I must rely on the balance of probability, or what I believe most likely to have occurred and I must rely on the technical evidence I believe to be more persuasive.

Mrs B has outlined why she believes that Moneybarn has behaved contrary to a number of laws. I think it's important to note the ombudsman service is an informal dispute resolution service. As such I must take account of relevant law; in this case the Consumer Rights Act 2015. But in deciding what is a fair way to resolve Mr and Mrs B's complaint I'm not obliged to reach the same outcome as, for example, a court might reach. If Mr and Mrs B choose not to accept my decision, as is their right, then they are of course free to take action through the courts.

In her comments Mrs B is unhappy because she says Moneybarn gave an incorrect date, January 2017, of when it first heard about the issues with the car. I must clarify that in its submission to this service Moneybarn was clear it knew of the complaint prior to this. In my provisional decision I said that Mrs B complained in January 2017. By this I was referring to a detailed letter that Mrs B sent dated 6 January outlining in detail the vehicle faults. I accept this wasn't the original complaint. My apologies for not making that clear.

Mrs B would also like me to clarify that she paid for the front tyres.

## ***technical evidence***

While I do appreciate that Moneybarn does not agree with me, I am still persuaded that the report from Company E is more persuasive than that provided by Company S. I accept that Mr and Mrs B drove a further 10,855 miles between the two inspections. So of course there

would be more wear and tear and a higher possibility of issues occurring. But I'm mindful of the fact that Mr and Mrs B reported the car failing to start to the dealer only a few weeks after taking possession of it. The problem was not fixed, and it persisted, meaning the vehicle was unreliable. I'm persuaded of this by the diagnosis of the electrical problems in the Company E report.

Moneybarn has said that Company E has only relied on Mr and Mrs B's testimony. I agree that what the owners and regular drivers of the vehicle say about how the vehicle runs is contributing evidence in the report, and I consider this to be a normal practice. But I don't agree that Company E has solely relied on this testimony. Its physical inspection of the vehicle was rigorous.

Mrs B has said that:

*"the vehicle's refusal to start was not "occasional" as stated within the provisional ombudsman findings...it was variable depending on the use of vehicle. Sometimes it wouldn't start two to three times a week other times it would be slightly longer between these occurrences and it remained a frequent problem...the non-start issue rendered the vehicle uninsurable for breakdown cover due to a recurrent fault."*

I don't have any reason to believe that Mr and Mrs B's testimony here is unreliable.

Moneybarn has also commented that Mr and Mrs B continued to use the vehicle after the Company S report identified a problem with the steering. The report noted:

*"the vehicle had an issue with the power steering which will require further investigation."*

It perhaps would have been wise for Mr and Mrs B to have stopped using the car at this point, but they did eventually do that following Company E's inspection which indicated a more serious issue. Irrespective of this, I don't accept that the fact they didn't stop using the vehicle sooner is evidence that the vehicle was of satisfactory quality in respect of the steering at the point of purchase.

Company E's inspection was over 10,000 miles after the Company S inspection and Moneybarn is critical of this, and believes it has a bearing on the credibility of the report. I don't agree. Company E did a point-by-point root cause analysis and was fully aware that the car had driven a total of some 70,000 miles at the time of inspection.

#### *returning the vehicle and refund of payments*

For the reasons stated above, and in my provisional decision, I will instruct Moneybarn to allow Mr and Mrs B to reject the vehicle and cancel their conditional sale agreement with nothing further owing. In addition, Moneybarn must refund the deposit paid at the start of the agreement.

I remain of the opinion that Moneybarn must refund payments made by Mr and Mrs B since they stopped using the vehicle on 26 May 2018.

Mrs B believes this is unfair and biased towards Moneybarn. She believes the law only allows a "reasonable deduction for use". She proposed an alternative deduction of £0.25 per mile driven. Mrs B said that they were aware that Moneybarn had previously accepted a rate

of £0.16 per mile in other cases when a deduction for fair usage had applied. She has also said that their usage of the vehicle and mileage over an approximate two year period is relatively low in comparison to the published ombudsman decisions on the website in relation to Moneybarn.

My role is to look at the individual circumstances of this complaint, as every complaint is different. My view on this issue is that Mr and Mrs B had full use of the car despite its unreliability and the mileage was above average. Our usual way to account for usage of the vehicle is through payments. It's also not my role to punish Moneybarn.

Moneybarn commissioned the first report in early 2017 in good faith and I'm satisfied that this was an independent industry-standard report. Mr and Mrs B did not stop using the car until May 2018, and as Moneybarn pointed out, all the while knowing the findings of the Company S report.

In addition, in thinking about what payments Moneybarn should return I've also considered the fact that I've already provided for a refund of the cost of any repairs, including the tyres, in the remedy. So I remain satisfied that Moneybarn should refund payments only from the date Mr and Mrs B stopped using the vehicle following the Company E report, which was in May 2018. I believe this is fair and reasonable.

#### *proof of mileage*

In its response to my provisional decision, Moneybarn asked for photographic evidence of the mileage. When Mrs B was initially unable to start the car to get a reading Moneybarn responded that the car was able to start at the time of the inspection. It believed it unlikely that Mr and Mrs B hadn't driven the car since the inspection by Company E. I asked Mrs B to submit a photo even if that meant getting the car jump-started. Mrs B provided this evidence at an inconvenience to her as it involved a jump-start from a third party.

I'm satisfied the mileage is currently 70,269 and the evidence presented proves the car was jump-started to obtain the reading. The mileage recorded on the report by Company E is 70,260. The inspection involved a test drive of "about 10 miles" so I'm satisfied that the car has not been driven by Mr and Mrs B since that inspection. Therefore, in light of Moneybarn's insistence on evidence of mileage, I will be instructing it to pay Mr and Mrs B an additional £50 as compensation for this inconvenience.

#### *compensation*

Moneybarn did not comment on the amount of compensation I recommended. Mrs B outlined again how this situation has negatively affected herself, her husband and family. Mrs B provided an impact statement and I can see this situation has caused their family inconvenience and distress. With the addition of the £50 mentioned above I believe a total of £700 compensation is fair and reasonable.

#### *complaint handling*

Mrs B has commented further on how Moneybarn has responded to their complaint. I'm sorry to hear that their experience hasn't been good. As I mentioned in my provisional decision complaint handling is not a regulated activity so unfortunately I'm unable to look into this matter. That is the role of the Financial Conduct Authority.

### *misrepresentation*

In its report Company E found evidence that it believed the vehicle had previously been the subject of an accident, following which it was repaired and sold on. Mrs B believes Moneybarn failed to make them aware of this prior to purchase and so the vehicle has been misrepresented to them. She would like to rely on the rights she believes her and her husband have under section 75 of the Consumer Credit Act 1974.

I've considered this point, but as misrepresentation wasn't an original ground of this complaint, and hasn't been investigated or responded to by Moneybarn, I am unable to look at that. Mr and Mrs B would need to open up a new complaint with Moneybarn so that it would have the opportunity to investigate and respond first.

### **my final decision**

My final decision is to instruct Moneybarn No. 1 Limited to:

1. cancel Mr and Mrs B's conditional sale agreement with nothing further owing;
2. collect the vehicle at no cost to Mr and Mrs B;
3. refund any deposit Mr and Mrs B paid plus 8% simple interest per annum from the date of payment to the date of settlement;
4. refund all payments made by Mr and Mrs B since 25 May 2018 plus 8% simple interest per annum from the dates of payment to the date of settlement;
5. update Mr and Mrs B's credit file showing the agreement as settled with nothing further owed;
6. refund cost of insurance for vehicle from 25 May 2018 to vehicle collection date;
7. refund any fee Mr and Mrs B had to pay for cancelling their vehicle insurance;
8. refund the fee Mrs B paid for the Company E report;
9. refund road tax from 25 May 2018;
10. refund transport costs for the times when the vehicle was in repair prior to 25 May 2018;
11. refund any cost of repairs that were borne by Mr and Mrs B, to include the cost of the front tyres;
12. pay Mr and Mrs B £700 for distress and inconvenience.

Moneybarn No. 1 Limited will expect to see invoices and proof of payment for the fees I mention in 6, 7, 8, 9, 10 and 11 above before it makes the payment. I would expect Mr and Mrs B to provide these to Moneybarn.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 30 December 2018.

Maxine Sutton  
**ombudsman**

**copy provisional decision of 20 September 2018**

**complaint**

Mr and Mrs B complain that the vehicle supplied through a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality. Mrs B brings this complaint on behalf of her and her husband.

**background**

Mr and Mrs B acquired a vehicle in June 2016 through a conditional sale agreement.

Mrs B says that three weeks after taking delivery the vehicle had to go back to a garage in order to fix a number of issues, including twisted seatbelts, brake problems, failing to start, bulb warning lights and tyres. Mrs B says that in November further issues arose. The vehicle continued to have problems starting despite the dealer changing the battery and there were other issues including but not limited to an airflow pipe and the steering.

In January Mrs B complained to Moneybarn that she was rejecting the vehicle because it was not of a satisfactory quality, it was unreliable and that several attempts to repair the faults had proved unsuccessful. She felt this was a safety issue. She also said that she'd been left without transport over many days while repairs and investigations were carried out. A courtesy vehicle had been provided on only one occasion.

Moneybarn commissioned an independent report which said the vehicle had been sold to a satisfactory quality and so it rejected Mrs B's complaint. So she brought it to this service.

Mrs B thought the report wasn't done correctly. She said the vehicle had been in and out of the garage in such a short space of time and to her this indicates there is something seriously wrong.

The investigator initially thought that Moneybarn had dealt with the complaint fairly. And that as the vehicle was six years old and had done around 59,430 miles at the time it would be reasonable to expect that some problems would occur. She also agreed the vehicle was of satisfactory quality at the point of sale.

Mr and Mrs B commissioned a second independent report which contradicted the first and said that the electrical fault was present at the time of sale and was irreparable.

The investigator revised her opinion and recommended that Moneybarn allow Mr and Mrs B to reject the vehicle and return them to their original position by unwinding the agreement. She also recommended reimbursement of all payments and any other costs incurred since owning the vehicle, including travel costs and the costs of the independent report.

Mr and Mrs B accepted the investigator's opinion. Moneybarn asked for a final decision from an ombudsman. It suggested that given Mr and Mrs B had covered 16,933 miles in the vehicle in total and 10,855 since the original report was completed the issues noted, which included the electrical system, did not render the vehicle of unsatisfactory quality. It also noted the vehicle had recently passed its MOT test in 2018 which would indicate it was fit for purpose at the time of the test.

**my provisional findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In conditional sale agreements the finance provider, in this case Moneybarn, becomes the owner of the vehicle, and is subject to the Consumer Rights Act 2015. The law says that goods supplied should be of satisfactory quality. I must take account of relevant law when deciding what is fair and reasonable. So I must consider whether or not the vehicle was of satisfactory quality when Mr and Mrs B acquired it at the point of sale.

I understand this situation has been very frustrating for Mrs B and her husband. Mrs B has raised a concern that we haven't considered all the evidence and that we have shown a bias toward the business during the course of their complaint. I want to reassure both her and her husband I've objectively and independently read and considered the whole file but I may not refer to every point she has raised. I will focus my comments on what I think is relevant in order to reach what I believe is the right outcome.

Both parties have provided conflicting accounts of the nature and frequency of the issues. Mrs B has submitted a number of receipts for work done on the vehicle. Moneybarn has stated that many of the issues have been resolved. Both parties provided independent reports on the condition of the vehicle. Moneybarn commissioned Company S, a vehicle inspections company. Mr and Mrs B commissioned Company E, an automotive engineering consultancy, self-described as expert witness and forensic practitioners.

Moneybarn has pointed out Mr and Mrs B drove almost 11,000 between the reports. Mrs B has said that Company S inspected the vehicle for only 20 minutes, while Company E spent three hours inspecting the vehicle, including a 10 mile road test. While the reports offer contradictory conclusions about the condition of the vehicle at the point of sale they both appear to be from reliable independent sources so on the surface I've no reason to doubt either report.

Where evidence is incomplete, inconclusive or contradictory, as some of it is here, I must make my decision based on the balance of probability. That is, what I believe most likely to be the case. I find both reports credible and under the circumstances it seems sensible to rely on the technical expert evidence provided. I've read and thought carefully about each report and it seems to me the second report is the more comprehensive and likely to be the most accurate. The report scope was wider, it offered much more detail and included identification of the root cause of the electrical fault. So I'm inclined to rely more on this second report, which I shall refer to as Report E, and was commissioned by Mrs B.

*was the vehicle of satisfactory quality at point of sale?*

Mrs B has explained the vehicle has had to have various repairs over time. These included, though not limited to, brakes, battery/electrical, steering and tyres. Some of these needed to be completed within weeks of receiving the vehicle and others later on. In such circumstances we would give the dealer the opportunity to repair. And I can see that some of these problems, with the exception of the electrical problems and steering, were repaired and the cost was borne by the dealer.

Report E noted:

- *"the vehicle in the first instance at the point of purchase was not of satisfactory quality or fit for purpose*
- *the examiner is aware that the vehicle was purchased at 53,289 miles with the vehicle brakes having to be replaced shortly after this time with the vehicle having only covered approximately 700 miles since purchase*
- *the examiner is of the opinion that brake component life can vary due to driver styles but most front brake discs will easily cover 30,000 miles before replacement is required which would confirm that they were defective and worn at the point of purchase*
- *the examiner is also of the same opinion on the vehicle tyres"*

So I agree with the investigator's conclusion that the vehicle most likely wasn't of satisfactory quality when Mr and Mrs B acquired the vehicle but as the law allows the business a first attempt at repair, and it did so successfully, I don't find these issues grounds for Mr and Mrs B to reject the vehicle.

Report E said of the steering:

- *"no visible abnormalities or concerns were noted to the steering system with regard to the vehicle type, age and indicated mileage."*

But the report went on to say:

- *"The examiner is also concerned over the road handling and stability control of the vehicle which has also been identified at the point of purchase"*

Mrs B has said there continues to be a problem with the steering and she raised this with the dealer for repair on 27 July, 28 July, 11 August and 2 November 2016 and 2 June 2018. She said the road handling and control described in Report E is what she has reported to the dealer since within weeks of taking delivery of the vehicle. So I'm persuaded that this problem was likely present at the point of sale. And that there was an unsuccessful attempt at repair.

Mrs B has complained that the vehicle occasionally fails to start. I can understand why this would make the vehicle unreliable. She took it to the dealer within a few weeks who replaced the battery but as is noted in Report E this has failed to fix the problem. In the report it says:

- *"The vehicle was switched off on the completion of the road test with it apparent that the electric cooling fans were still in operation for approximately 2 minutes which is considered consistent and acceptable for the vehicle type and age. However, after approximately 5 minutes with the vehicle still locked and switched off the electric cooling fans operated again for a further 7 minutes which would confirm a defect is present to the electrical system and cause the vehicle battery to discharge as the Pursuer is experiencing."*

The author goes on to say:

- *"The examiner is also of the opinion from the findings of this report that a defect within the vehicle electrical system is present and this would be consistent with the Pursuer experiencing intermittent non start scenarios since purchase."*

So I'm satisfied that this electrical issue was present at the point of purchase and that the dealer has unsuccessfully attempted repair.

The investigator noted that new issues have been identified in Report E including but not limited to turbo, brake fluid and tow bar connections and it's likely Moneybarn would want the opportunity to rectify these faults. But as I'm satisfied that at the point of purchase the vehicle wasn't of satisfactory quality with respect to the electrical faults and steering it isn't appropriate for Moneybarn to attempt further repair.

Moneybarn said that electrical issues occur suddenly and do not develop over a period of time. It said it was evident by the amount of miles that the vehicle had covered, that it has not had a non-start issue since the date of sale.

Mrs B has said that she reported this within three weeks of acquiring the vehicle and that it still occurs. I accept that Mr and Mrs B have done a large amount of miles but it doesn't necessarily follow that there isn't a problem with starting the vehicle. Moreover Mrs B has said they've had to stop using the vehicle because it is unreliable. She has previously had to rely on friends or relatives to help start the vehicle and she cannot get breakdown cover for a recurring fault. I've no reason to dispute this account.



Moneybarn has said that the vehicle has passed its MOT test in May 2018 which is evidence that it was fit for purpose. I don't dispute this but again this is not evidence the vehicle was of a *satisfactory* quality at the time of purchase. An MOT test is also one moment in time and wouldn't necessarily pick up the non-start problem.

*returning the vehicle and refund of payments*

For the reasons stated above and subject to any further comment I may receive from either party I am minded to allow Mr and Mrs B to reject the vehicle. I think that Moneybarn should cancel Mr and Mrs B's conditional sale agreement with nothing further owing. In addition it should refund the deposit paid at the start of the agreement.

But I don't believe that the finance agreement should be completely unwound. I shall explain why below.

Moneybarn has said that Mrs B has covered 16,933 miles in the vehicle in total and 10,855 since the first report was completed. It did not think that the issues rendered the vehicle of unsatisfactory quality.

Mrs B has said that she has found the vehicle to be unreliable and has had to have many repairs. She said they haven't been able to use it as intended.

There is no doubt given the amount of receipts and paperwork Mrs B provided that the vehicle has had a number of issues. And I do understand that surrendering the vehicle for repair has been a big inconvenience. But Mr and Mrs B have driven nearly 17,000 miles since acquiring the vehicle. I consider this to be above average mileage when compared to official Government driving statistics.

It's not clear to me how this differs from how Mrs B intended the vehicle to be used but I'm satisfied that up to May 2018 both her and her husband have had a great deal of use out of the vehicle despite its unreliability. And given the usage is above average I think it would be unfair to expect Moneybarn to return all the payments made so far.

But Mrs B has said they have had to stop using the vehicle in recent months due to its unreliability. And I can certainly understand why if they don't know from one day to the next if the vehicle will start. She said that when the inspector came to look at the vehicle it needed to be jumpstarted by a recovery vehicle. To their credit Mr and Mrs B have said they have kept up repayments of the vehicle to date despite not using the vehicle, in order not to aggravate the situation by going into arrears.

Subject to any further comments I may receive I'm minded to ask Moneybarn to refund payments made by Mr and Mrs B since they stopped using the vehicle which Mrs B has said was 26 May 2018. Moneybarn should also refund the insurance paid for this period and the any fee attached to cancelling the insurance. Under those circumstances I don't think it would then be fair to expect Moneybarn to refund travel for the period that they are refunding the vehicle payments.

*Compensation*

Mrs B is concerned that given she and her husband have faced significant distress and inconvenience, the complete unreliability of the vehicle has been down played. Mrs B has also said that this situation is causing them financial distress. I'm sorry to hear of the financial difficulties that both Mr and Mrs B are experiencing.

The investigator found that it was difficult to conclude that the financial issues Mr and Mrs B are now experiencing are directly linked to the problems they've had with the vehicle. Mrs B objected to this. She said the situation with the vehicle and the additional costs arising from it, e.g. public transport and taxis are inextricably linked.

The investigator is correct that Mr and Mrs B did commit to making the payments for the vehicle when they first took out the agreement for 60 months that they freely entered into. So on this basis alone I am unable to ask the business to unwind the agreement completely. Had the vehicle been of satisfactory quality and Mr and Mrs B were in some financial difficulty and made Moneybarn aware of this I would then expect Moneybarn to act sympathetically and positively towards a solution. The investigator is also correct that we don't generally award compensation based on loss of earnings.

But I am satisfied that Mr and Mrs B have had extra travel expenses during the period when the vehicle has been unavailable due to being in the garage for repair. So I'm minded to ask Moneybarn to refund such expenses.

I also agree with the investigator that compensation should be awarded to reflect the emotional distress and inconvenience to the family, especially as they have a child who has additional needs. I imagine that the unreliability of the vehicle has had a large negative impact. I'm satisfied that £650 in compensation is fair and reasonable and what I would expect under these circumstances.

Mrs B is also very unhappy about the way Moneybarn handled their complaint. I do understand her frustration but unfortunately complaint handling is not a regulated activity so I am unable to look into that.

#### **my provisional decision**

Subject to any further evidence I might receive from either party I'm minded to instruct Moneybarn No. 1 Limited to:

1. cancel Mr and Mrs B's conditional sale agreement with nothing further owing;
2. collect the vehicle at no cost to Mr and Mrs B;
3. refund any deposit Mr and Mrs B paid plus 8% simple interest per annum from the date of payment to the date of settlement;
4. refund all payments made by Mr and Mrs B since 25 May plus 8% simple interest per annum from the dates of payment to the date of settlement;
5. update Mr and Mrs B's credit file showing the agreement as settled with nothing further owed;
6. refund cost of insurance for vehicle from 25 May 2018 to vehicle collection date;
7. refund any fee Mr and Mrs B had to pay for cancelling their vehicle insurance;
8. refund the fee Mrs B paid for the report;
9. refund road tax from 25 May 2018;
10. refund transport costs for the times when the vehicle was in repair prior to 25 May 2018;
11. refund any cost of repairs that were borne by Mr and Mrs B;
12. pay Mr and Mrs B £650 for the distress and inconvenience.

It is likely Moneybarn No. 1 Limited will expect to see invoices and proof of payment for the fees I mention in 6, 7, 8, 9, 10 and 11 above before it makes the payment. I would expect Mr and Mrs B to provide these.

Maxine Sutton  
**ombudsman**