

The complaint

Mr V complains about a car supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited.

What happened

In November 2017 Mr V took out a conditional sale agreement with Moneybarn to finance the purchase of a used car. The car was eight years old, had travelled more than 76,500 miles and cost just under £17,000.

Shortly afterwards Mr V reported a number of faults to the dealer who supplied the car. He said that there was no cigarette lighter, and no remote control for the DVD player, the electric front seat wasn't working, and the front passenger door and back passenger side doors were difficult to open. He said that the back light and brake light weren't working, and when he was driving the car it went into limp mode and the engine management system light came on, as well as the ignition control system light. He also said the battery died. He said he took the car back to the dealer to have the issues fixed. He said the lights were fixed but when he got the car back the battery died, and the engine management system light came back on after he managed to get it started.

In December 2017 his complaint was passed to Moneybarn by the dealer. The dealer told Moneybarn the faults had been fixed. But Mr V said there were still issues: he'd not received the DVD remote, the rear door was too stiff for partner or children to open, there was no cigarette lighter, the driver seat would not go up or down, the brake light had failed again despite the bulb being replaced. And he said the battery was faulty as the car often struggled to start.

At this point Mr V told Moneybarn he was losing faith in the car.

Moneybarn said that the faults with the car had been fixed. This included the repair to the diesel particulate filter, the issue that caused the car to go into limp mode. They issued a final response letter in February 2018. They said the remaining issues were either cosmetic in nature, or the supplying dealership had agreed to look at them again if Mr V arranged for the vehicle to be inspected. They said Mr V didn't take the car back to the dealer for further inspection so they closed the complaint.

In April 2018 Mr V contacted Moneybarn. He said the dealer wouldn't look at the car. He called Moneybarn again in May 2018 to report further issues. He said the issues had been there for eight months and he'd be able to provide evidence.

In June 2018 Moneybarn rejected his complaint. They said the outstanding issues such as the battery, and the rear passenger door, were considered to fall under wear and tear items, and the others such as the missing cigarette lighter and wires hanging down from the rear-view mirror were cosmetic matters.

One of our investigators looked into his complaint. She felt that because of the age and mileage of the car the reported issues would be considered to be wear and tear. And because the dealer who supplied the car was willing to investigate the issue with the front seat, she couldn't say that Moneybarn have made an error.

The complaint has been passed to me for a final decision.

my findings

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

Moneybarn supplied Mr V with the car under the conditional sale agreement they had with him. There's a term implied in the agreement that the car would be of satisfactory quality. What is satisfactory is determined by what a reasonable person would consider satisfactory given the price, description and other relevant circumstances. In this case this would include things such as the age and mileage of the car.

Mr V's car was eight years old and had travelled more than 76,000 miles when he got it. So, a reasonable person might expect to have to repair or replace some parts of the car over time.

He first reported faults within days of getting the car. The relevant law, The Consumer Rights Act 2015, gives him the right (amongst other things) to ask for a repair or a replacement. He returned the car to the dealer and it carried out the repair. It replaced the diesel particulate filter and there's no evidence that this repair didn't fix the problem. So I'm satisfied that the repair worked.

But Mr V was unhappy with other issues. These included the DVD remote, the rear door, the cigarette lighter, the driver seat, and the brake light. And he said the battery was faulty as the car often struggled to start.

The test I apply is whether or not the car they supplied to Mr V was of satisfactory quality. I've explained above how this would include the age and mileage of the car. Moneybarn said these issues were all cosmetic or were caused by wear and tear. And our investigator agreed that was a fair conclusion for them to reach.

So I need to consider whether or not I agree the issues he's continued to report meant the car wasn't of a satisfactory quality. And I've reached the same conclusion as our investigator for the same reasons.

I'm satisfied the issues Mr V identified were things that you could expect to go wrong in a car that was more than eight years old. It's reasonable to expect a battery to need replacing after this time, and more than 76,000 miles. And because of this, it's reasonable for Moneybarn to say that the battery should be considered as a wear and tear issue rather than a fault. And all of the other issues he raised are also items I'd expect to have to repair or replace on a car of this age.

I'm also satisfied that Moneybarn took steps to arrange for a further inspection of the vehicle. Mr V had his own reasons for not going back to the garage that supplied the car, but that doesn't mean that Moneybarn has done anything wrong. They invited him to provide evidence. I think in the absence of any further information it was reasonable for them to conclude the issues were caused by wear and tear.

I know that Mr V is disappointed because he paid a lot of money for a premium car. But parts in all cars, including premium models, are subject to wear and tear, and for the reasons I've given, I'm satisfied that the car supplied to Mr V by Moneybarn was of a satisfactory quality.

He's also believes that Moneybarn delayed its response to him, and this delay meant he was out of time to reject the car. I've explained above that the legislation allowed him to reject the

car or to ask for a repair when he reported the initial fault. He asked the dealer to repair, and it supplied him with a car whilst it did so. And because I'm satisfied the car was of a satisfactory quality after the repair, I can't say that he was denied the opportunity to reject the car.

I know this has been frustrating for Mr V. He bought a car that he says he is unable to use. But I'm satisfied from the evidence I've seen, that it was reasonable for Moneybarn to conclude that the outstanding issues were caused by wear and tear

my final decision

For the reasons given above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 30 December 2020.

Gordon Ramsay
ombudsman