

The complaint

Mr F complains that the car he acquired financed by a conditional sale agreement with Moneybarn Limited wasn't of satisfactory quality.

What happened

Mr F acquired a car in April 2023 financed through a conditional sale agreement with Moneybarn. He started to experience problems with it shortly after, including several warning lights on the dashboard, air conditioning sensor, fan blowing extra high. He took it to a garage which said the diagnostics on the cooling fan were stuck on and the refrigerant pressure sensor had a short circuit. Mr F brought a complaint to Moneybarn

In its final response Moneybarn said it was satisfied the vehicle had no faults but invited Mr F to provide an inspection report from a garage if he still had concerns. Mr F wasn't satisfied and brought his complaint to this service. He also sought a voluntary termination with Moneybarn.

Our investigator concluded that there wasn't enough evidence to conclude the vehicle wasn't of satisfactory quality. Mr F didn't agree and asked for a decision from an ombudsman.

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 realise this will come as a disappointment to Mr F but having done so I won't be asking Moneybarn to do anything further for the following reasons:

- Mr F's agreement is a regulated consumer credit agreement, and our service can consider complaints against it. As the supplier of the car Moneybarn is responsible for the quality of the car and the Consumer Rights Act 2015 (CRA) implies terms into the agreement requiring the car to be of satisfactory quality. Whether it was of satisfactory quality at that time will depend on several factors including the age and mileage of the car and the price that was paid for it;
- Moneybarn was required to ensure the car was of satisfactory quality at the time it was supplied but it wouldn't be responsible for any wear and tear items that might reasonably be expected on a used car. The car that was supplied to Mr F was approximately 7 years old, had covered nearly 95,800 miles, so it would be reasonable to expect some wear and tear in its mechanical components.
- I'm not disputing Mr F when he says there was a problem with the vehicle. He's shown evidence that there was a problem with the air conditioning and also provided videos of warning lights appearing on the dashboard. I sympathise with him for the issues he's had with the car and I understand how frustrating and annoying this must have been for him. For me to find the vehicle wasn't of satisfactory quality at the point of sale I must be persuaded that the problem(s) was not as a result of reasonable

wear and tear *and* that it was present or developing at the point of sale.

- Mr F exercised his option to voluntarily terminate the agreement and while the complaint has been with this service the car has been collected. So it's not possible for an independent inspection to be carried out and I must rely on the evidence already presented. The mileage of the car at the time of the diagnostic report for the air conditioning was 102,100 so Mr F has been able to drive the car over 6,000 miles prior to the air conditioning report. Unfortunately while Mr F has provided a diagnostic referring to air conditioning I haven't seen any evidence that persuades me that the problem was present or developing at the point of sale or that it wasn't because of wear and tear.
- I've seen the videos Mr F sent which show the warning lights appearing on the dashboard and these could indicate problems with the vehicle. But again without any further inspection or investigation I'm unable to conclude problems relating to these warning lights were present or developing at the point of purchase or that they weren't as a result of wear and tear.
- Mr F has said he has told us what the faults were with the car but feels Moneybarn has implied he's a liar and any problems with the car are his fault. I'm not disputing Mr F when he says he's experienced problems with the car. And it must've been frustrating for him. But it doesn't automatically follow that the problems were present or developing at the point of sale and were more than wear and tear. So I'm not persuaded the car was of unsatisfactory quality at the time of sale.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 13 August 2024.

Maxine Sutton
Ombudsman