

## **The complaint**

Mr K complains about the quality of a car he has been financing through an agreement with Secure Trust Bank Plc, trading as Moneyway.

## **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 K, but I agree with the investigator's opinion. 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 K acquired his car under a regulated consumer credit agreement and as a result this 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 Moneyway, 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 K. The car here was six and a half years old and the sales invoice says it had already completed 98,989 miles. I understand Mr K thinks the mileage was 102,000 when the car was supplied to him. He's not provided any further evidence of that, and I'm persuaded the mileage when the car was supplied was most likely to be 98,989 because the mileage almost three months later, when the timing chain was replaced, was recorded as 102,554, and I think it's more likely Mr K would have completed about 3,500 miles in three months than just a few hundred.

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.

The relevant legislation explains that if the fault occurs within the first six months we are to assume it was present at the point of supply, when Moneyway were responsible for the car's quality, unless they can demonstrate otherwise.

Repairs were carried out in April 2022 when the dealership accepted liability for them. The invoice for those repairs shows that a timing chain, an injector, and a hose was replaced. The dealership were unable to corroborate the faults Mr K says his garage feared may be present. The relevant legislation allows the business one opportunity to repair faults that are present or developing when the car is supplied. So, I think Moneyway had that opportunity in April 2022. If there were other issues identified that were likely to have been present, or developing, at the point of supply I would then expect Moneyway to accept rejection of the car.

Here, however, I think Moneyway have been able to demonstrate the subsequent fault/s reported to them by Mr K weren't present when the car was supplied to him. I say that because the independent report they commissioned from an expert in these matters didn't think it would have been possible for Mr K to have driven 6,000 if they were. The independent inspector also didn't think the fault he had identified was likely to have been linked to the previous repair completed on the vehicle.

I understand that the inspector wasn't able to identify the exact cause of the fault as he explained that would require a more detailed investigation. But the inspector did provide his reasoning for what he thought was likely to be wrong, and I don't think there was any suggestion of a fault that could have been present from inception of the deal. It's unfortunately no longer possible to carry out a more detailed inspection as the car has now been sold. On balance, I think it's likely the faults Mr K complained of were not present or developing from the beginning and that this car wasn't, therefore, of unsatisfactory quality.

In those circumstances, I don't think Moneyway have been unreasonable and I'm not asking them to take any action.

### **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 K to accept or reject my decision before 4 October 2023.

Phillip McMahon  
**Ombudsman**