

The complaint

Miss H complains that a car acquired with finance from Moneybarn No 1 Limited trading as Moneybarn wasn't of satisfactory quality.

What happened

On 20 April 2023 Miss H was supplied with a car and entered into a conditional sale agreement with Moneybarn. At the point of supply the car was around 10 years old and had covered around 76,000 miles.

Miss H experienced some issues with the vehicle. In October 2023 she complained to Moneybarn and said there was an issue with the water pump, the timing belt and the head gasket.

Moneybarn didn't uphold the complaint. In its final response it said that because Miss H had experienced the faults more than six months after the point of supply, it was up to her to show that the faults were present or developing at the point of supply. Moneybarn said there wasn't enough evidence to show this and said the issues were due to wear and tear.

Miss H remained unhappy and brought her complaint to this service. She's had the car repaired and wants Moneybarn to cover the costs of repair.

Our investigator didn't uphold the complaint. She said that because of the length of time Miss H had been using the car and because of the mileage she'd covered during that time, it was more likely that the faults were due to reasonable wear and tear.

Miss H didn't agree so I've been asked to review the complaint.

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.

The Consumer Rights Act 2015 is relevant to this complaint. This says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the car includes its general state and condition, as well as things like fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

The car supplied to Miss H was around 10 years old and had covered around 76,000 miles. So, it's reasonable to expect that parts of the car would already have a degree of wear and tear and that the car was likely to require repairs sooner than, say, a brand new car.

Under the Consumer Rights Act 2015, where a fault occurs with a car within the first six months of the point of supply, it's assumed that the fault was present or developing at the point of supply and it's generally up to the business to put things right.

After six months the burden of proof is reversed and its up to the consumer to show that the fault would've been present or developing at the point of supply.

I've reviewed the available evidence about the issues which Miss H experienced with the car. Based on what I've seen, I'm satisfied that there is a fault with the car. I say this because I've seen invoices from two garages detailing faults with the coolant pump, the cambelt and the head gasket. I can see that the water pump and cambelt were replaced on 27 October 2023 and the head gasket was replaced on 22 November 2023.

I've also seen a document (undated) from a garage stating that the turbo charger had been leaking oil both internally and externally.

I've gone on to consider whether the car was of satisfactory quality when it was supplied. As I've said above, the burden of showing that the fault was present or developing at the point of supply falls on Miss H, because more than six months has elapsed since the point of supply.

I've reviewed the invoices from the garages. Although these provide information about the fault, neither of them state that the fault would've been present or developing at the point of supply.

I've taken into account the time that Miss H has had the car and the mileage she's covered since the point of supply. At the time when the water pump and cambelt were replaced, Miss H had been driving the car for over six months and had covered over 6000 miles. I would consider this to be average mileage, so Miss H has enjoyed good use of the car. This suggests to me that the faults weren't present or developing at the point of supply, because if they had been, I would have expected the faults to present themselves much sooner than they did.

Taking the mileage covered into account. I think it's more likely that the faults are as a result of general wear and tear. I don't think its unreasonable to expect to have to replace these parts on a car of this age and mileage.

Based on everything I've seen, there isn't enough evidence to persuade me that the car wasn't of satisfactory quality at the point of supply. So I won't be asking Moneybarn to do anything further.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 9 April 2024.

Emma Davy
Ombudsman