

The complaint

Miss K complains that Moneybarn No. 1 Limited supplied her with a car that wasn't of satisfactory quality under a conditional sale agreement.

What happened

In March 2023, Miss K acquired a used car financed by a conditional sale agreement from Moneybarn. The cash price of the car was £11,990. Miss K was required to make 59 monthly repayments of £407.61.

Around six weeks later, Miss K took the car back to the supplying dealership as she'd noticed a few issues, the main one being that the clutch was shaking. The dealership took the car for a short test drive and told her that it didn't think the clutch was slipping and that it did not require repair or replacement.

In November 2023, Miss K found that the car wasn't going into gear and she called a breakdown mechanic. The mechanic managed to get the clutch working and advised her to take it to a garage for inspection and possible repairs.

Miss K took it to a garage which said that the clutch plate had worn out completely and needed replacement. She asked the dealership to fix the clutch, but it declined to do so as she had covered around 5,000 miles in the car. It did, however, offer to cover half the cost of the repair work as a gesture of goodwill.

Miss K also complained to Moneybarn, but it didn't agree to cover the cost of the repairs. This was because there was no evidence to show the current issues with the clutch were present or developing at the point of sale.

Our investigator didn't recommend the complaint be upheld. This was because she said the issues with the clutch appeared to be down normal wear and tear.

Miss K didn't agree with that outcome, so the complaint has been passed to me for a 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.

Miss K acquired the car under a conditional sale agreement and our service is able to consider complaints relating to these sorts of regulated consumer credit agreements. The Consumer Rights Act 2015 ("CRA") covers agreements like the one Miss K entered into. The CRA implies terms into the agreement that the goods that are supplied are of satisfactory quality. Moneybarn is the "trader" for the purposes of the CRA and is responsible for dealing with a complaint about the quality of the car that was supplied.

The CRA says that the quality of the goods is satisfactory if they meet the standard a reasonable person would consider satisfactory – taking into account the description of the

goods, the price and all other relevant circumstances. I think the other relevant circumstances here include the age and mileage of the car at the point of supply.

In this case, the car supplied was used, around 7 years old and had covered around 80,000 miles when Miss K took possession of it. It had a cash price of £11,990. What would be considered satisfactory would therefore be considerably different if Miss K had acquired the same car brand new and at a greater cost.

It isn't in dispute that the clutch required replacing around eight months after Miss K took possession of the car, and after she had travelled around 5,000 miles in the car. Just because the car requires repairs now, it doesn't automatically follow that it wasn't of satisfactory quality when it was supplied.

A car has numerous mechanical and electrical parts, which will inevitably wear with age and use. Different parts of a car will have differing expected lifespans and some will be required to be replaced as part of regular ongoing maintenance. With this in mind, I've not seen anything to persuade me that the clutch in Miss K's car failed prematurely or was not reasonably durable given its age and mileage.

I note Miss K's own research that she's provided indicates that an expected lifespan for a clutch is around 80,000 miles. Therefore, given that the clutch in this car has failed at around 86,000 miles, I can't reasonably conclude the car wasn't reasonably durable or of satisfactory quality overall. It seems it would be reasonably expected that the clutch might require replacement on a car of this age and mileage. While I can understand it is disappointing for Miss K that this happened on the car she acquired, I can't fairly say Moneybarn are responsible for covering the costs of that repair.

I note Miss K says she informed the dealership of some concerns with the clutch around six weeks after taking possession of it. While I accept it may have shown some early signs of wear at this stage, I've not seen anything to indicate it required replacing. Early signs of wear at this stage wouldn't necessarily make the car of unsatisfactory quality. I say this because Miss K was still able to travel around 5,000 miles, indicating the problem was not severe.

Further, the speed at which a clutch might fail can be influenced by a number of factors and I've not seen anything to persuade me that the clutch failed in this car because of an inherent mechanical or manufacturing problem. As I've said above, everything I've seen indicates that the clutch lasted the expected length of time before it ultimately failed. I'm persuaded the repairs required now are more likely than not as a result of normal and expected in service wear and tear, rather than anything that might have made the car of unsatisfactory quality. I therefore don't consider Moneybarn needs to do anything to put things right.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 19 December 2024.

Tero Hiltunen
Ombudsman