

## **The complaint**

Mr H complains about the quality of a car he has been financing through an agreement with Moneybarn Limited ("Moneybarn").

## **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 H, but I agree with the investigator's opinion. Please let me 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 H acquired his car under a regulated consumer credit agreement and as a result our service is able to look into complaints about it.

The relevant law says, amongst other things, that the car should have been of satisfactory quality when supplied. If it wasn't then Moneybarn, 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 likely include things like the age and mileage at the time the car was supplied to Mr H. The car here was around six years old and had completed about 78,000 miles. So, I think a reasonable person would expect some wear and tear to be present. I'm persuaded that the problem Mr H has experienced is likely to have been due to fair wear and tear.

I say that because I think it's fair to say the clutch is a part that wears with age and I think a reasonable person would think a failure after 84,000 miles, as was the case here, is not unusual.

So, I don't think it would be fair to hold Moneybarn responsible for the repair costs as I don't think there is evidence here that the car, or the clutch, was of inadequate quality.

And, even if I'm wrong about that, Moneybarn are only responsible for the quality of the car when supplied. When Mr H took his car to the garage in April 2019 the garage topped up the gearbox oil, but they explained that they couldn't find fault with the clutch, there were no fluid leaks and the car drove well. I think this suggests that in April 2019 the clutch wasn't faulty and that any fault that has now occurred developed after April 2019 and therefore after the point at which Moneybarn were responsible for the quality of the car.

I'm therefore not asking Moneybarn to take any further 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 H to accept or reject my decision before 7 May 2021.

Phillip McMahon  
**Ombudsman**