

The complaint

Miss S complains about the quality of a car she has been financing through an agreement with Moneybarn No. 1 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 Miss S, 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.

Miss S acquired her 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 include things like the age and mileage at the time the car was supplied to Miss S. The car here was about nine years old and had already completed about 83,000 miles. So, I think a reasonable person would expect quite a bit of in-service wear and tear.

The independent inspector is an expert in these matters. It was his opinion that the clutch was excessively worn and that this was due to in service wear and tear. I've not seen sufficient information to suggest that view is wrong. I understand that Miss S disputes whether the car was driven but I can see the inspector identified that the gear change was stiff, and the bite point high and I think this could have been done without driving the car. I think it's fair to say that the clutch is an item that wears over time and that it isn't unusual to replace one after around 88,000 miles.

Miss S has suggested the problem was there from the outset and I don't doubt that the clutch was reaching the end of its serviceable life when the car was supplied to her; although it was clearly working acceptably at that point as Miss S was able to drive a further 5,000 in the car before she complained of a noise coming from it. Moneybarn aren't responsible for every fault with the car. They're not responsible for reasonable wear and tear and I think the evidence suggests the clutch has failed as a result of that.

Miss S was also disappointed that her warranty didn't cover the fault. She thought the warranty only covered the vehicle up to 80,000 miles. The invoice for the car shows that a 15-month warranty was included, and it seems this was financed as part of the finance agreement Miss S had with Moneybarn. I've looked at a copy of that warranty and it says, *"this agreement applies to cars that are up to ten years old and have covered less than 100,000 miles"*. Miss S's car had covered less than 100,000 miles when it failed in November 2020 but at that point it was over ten years old. So, it didn't apply.

And even if it did, it appears the warranty only covered the car *"in the event of a sudden and unforeseen mechanical or electrical failure"* and, as I've already explained, I don't think this failure was sudden or unforeseen.

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 Miss S to accept or reject my decision before 10 August 2021.

Phillip McMahon
Ombudsman