

The complaint

Mr W complains about the quality of a car he was 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 Mr W, 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 W acquired his car under a conditional sale agreement. This is 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 Mr W. The car here was about nine years old and had already completed about 96,000 miles. So, I think a reasonable person would expect quite a bit of wear and tear to be present.

The relevant legislation explains that if a fault happens after six months or more we are to assume it wasn't present when the car was supplied, unless the consumer can demonstrate otherwise.

The fault with the clutch on this car happened after Mr W had been in possession of it for more than six months. So, the onus is on Mr W to demonstrate the problem had been present or developing when the car was supplied to him.

I've read the report from the third-party garage who looked at the car. I haven't found it

necessary to call that garage as I think the report covers the issue well and there's no suggestion the garage haven't provided a comprehensive explanation of the fault.

The third-party garage explain that they replaced the clutch, slave cylinder and pipework but the problem persisted. Mr W has explained that there were cable ties keeping tension on the clutch and that these would clearly have been present when the car was supplied to him. I'm not persuaded the cable ties caused the problem with the clutch as I think they would have been removed when the third-party garage replaced the clutch and, as it's clear the fault persisted, the fault couldn't have related to the cable ties.

The third-party garage have explained that there was oil in the brake fluid and have suggested this might have been the cause of the problem. And Mr W says as the brake fluid was checked and topped up before the car was supplied to him it must have been the dealership who added the oil. I'm not persuaded by that argument as I think if that had been the case Mr W would have experienced problems earlier. I note he was able to complete about 5,800 miles before the problem was identified.

Unfortunately, as the car has now been sold on it is not possible to complete any further investigations in to that fault.

I can see that Mr W had some other problems with the car. He had to have track rod ends replaced, a new battery and an oil filter fitted. There are also reports of a rattle at the rear of the car, an engine management light illuminating, problems with the reversing camera and parking sensors, a leak under the car and a tyre failing.

I think some issues are inevitable on a car of this age and mileage and I think these issues are examples of what would be considered fair wear and tear. Some of them have not been diagnosed and others were repaired but, as the car has now been sold on, it isn't possible to investigate them any further.

Overall, whilst I understand Mr W's frustration with the problems he's experienced, I'm afraid I don't think sufficient evidence has been provided to demonstrate the car was of unsatisfactory quality and I'm 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 W to accept or reject my decision before 22 July 2021.

Phillip McMahon
Ombudsman