

The complaint

Mr S complains that a car he acquired with the assistance of finance from Moneybarn Limited isn't of satisfactory quality.

What happened

Mr S bought a used car in May 2020. The car cost £10,899 and was 8 years old. At the time of purchase the car had travelled 52,888 miles.

Mr S says that he had problems with the car's braking system from the point of purchase. Mr S says that the brakes were "smoking" and that he had to slow the car down using the gears. Mr S reported the issues to Moneybarn in November 2020. The supplying garage said that the car required new brake discs but as the car had covered over 10,000 miles since purchase this was a wear and tear item and was unlikely to have been present at the point of sale.

Mr S brought his complaint to this service. An investigator looked into Mr S's concerns and they didn't think that Moneybarn had done anything wrong. They thought that the brake discs were likely to be a wear and tear item given the amount of miles Mr S had covered and the time that he had owned the car. They thought that as the brakes were not listed as an advisory item at the MOT in January 2020, and the car had only covered 300 further miles before Mr S bought it in May 2020, it was unlikely that the brakes were faulty at the point of supply.

Mr S didn't agree and replied to say in summary that the matter could have been overlooked at MOT and the investigator was not a mechanic and hadn't taken into account what he's said.

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.

Moneybarn, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mr S - whether or not it was of satisfactory quality at that time will depend on a number of factors, including the age and mileage of the car and the price that was paid for it.

The car that was supplied to Mr S was eight years old, had been driven for 52,800 miles and had a price of £10,899. Satisfactory quality also covers durability which means that the components within the car must be durable and last a reasonable amount of time – but exactly how long that time is will also depend on a number of factors. Clearly, it can be reasonable to expect an older car to have more faults and require replacement of items more often than a brand-new car.

The car passed an MOT on 22 January 2020 with no advisories. An earlier MOT on 4 January 2020 had picked up faults with the brake pipes and the car failed the MOT because of the corroded brake pipes. I think it's reasonable to conclude that the braking system was inspected at the later MOT and the earlier faults had been rectified.

By the time Mr S raised issues with the brake discs in November 2020 the car had covered over 10,000 miles. If there were problems with the brakes that were there or developing at the point of sale Mr S wouldn't have been able to drive those miles. I note what he says about slowing the car with the gears but I don't think that the problem was there at the point of sale. I think it is more likely that the brake discs have worn down as Mr S has driven the car.

It is to be expected with a car of this age and mileage that parts will wear out and require replacement. It does not mean that the car is not of satisfactory quality when it is supplied. Brake pads and discs are common replacement items. So, I can't say that based on the evidence I've seen that the car wasn't of satisfactory quality.

I understand the point Mr S is making with respect to the warranty. Mr S is complaining because the warranty covered faults in the first 6 months and so the brakes should be covered. But, Moneybarn isn't responsible for the warranty and so I can't ask it to pay for repairs under that warranty. Mr S will need to take his complaint further with the warranty company. Although I think that the terms of the warranty are likely to exclude wear and tear items such as brake pads and discs.

I sympathise with Mr S for the cost of repairing the brakes – but I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to him. So, I can't ask Moneybarn to take any action.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 November 2021.

Emma Boothroyd
Ombudsman