

The complaint

Mr R complains that a car he acquired with the assistance of finance from Moneybarn No. 1 Limited isn't of satisfactory quality.

What happened

Mr R entered into an agreement with Moneybarn to finance the purchase of a used car on 13 August 2020 for £9,378. On 18 April 2021 the car broke down and it has been discovered that the turbo has failed and the car requires extensive repairs.

Mr R complained to Moneybarn as the car had failed 7 months into his agreement and after he had covered around 7,000 miles. Mr R says that he shouldn't be responsible for the cost of repairs so soon after buying the car. Moneybarn rejected Mr R's complaint because it said there was no evidence the fault with the turbo was present at the point of sale and in any event, this was a wear and tear item. Mr R brought his complaint to this service.

Our investigator looked into the complaint but didn't recommend that it was upheld. They didn't think there was enough evidence to say that the turbo fault was there or developing at the point of sale given the time that Mr R had been driving the car and the miles he had been able to cover.

Mr R didn't agree and replied to say in summary that the dealership was at fault and he shouldn't be responsible for expensive repairs 8 months into his agreement.

So, the matter has been passed to me for a final 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.

Moneybarn, as the supplier of the car, is responsible for ensuring that it is of satisfactory quality when it was supplied to Mr R - 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 R was seven years old, had been driven for 78,000 miles and had a price of £9,378. 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.

There is no evidence that there were any issues with the car until the breakdown in April 2021. The turbo has clearly failed and this has resulted in some engine damage.

There's clearly a fault now with the turbo but I've seen no evidence to show that this fault was present or developing when the car was supplied to Mr R. Mr R was able to use the car for over 7 months and drove around 7,000 miles in it before the car has failed. I accept the point that Mr R makes that this is a short time into his agreement but a used car will develop faults and require repairs and that does not mean the car was faulty at the point of supply. I'm not persuaded that the issues the car has now were present or developing when the car was supplied to Mr R.

I sympathise with Mr R for the issues that he's had with the car and for the repairs that it now needs – 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.

I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to allow Mr R to reject the car, to pay for any repairs to it, to pay any compensation to him or to take any other action in response to his complaint.

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 R to accept or reject my decision before 7 April 2022.

Emma Boothroyd
Ombudsman