

The complaint

Mrs D complains that a car that was supplied to her under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

What happened

A used car was supplied to Mrs D under a conditional sale agreement with Moneybarn that she electronically signed in May 2019. She complained to Moneybarn about issues with the car in July 2019, including that there had been previous repairs to the car, the brakes, back window wiper and air conditioning were faulty and that coolant was leaking into the head gasket.

Moneybarn said that the dealer had agreed to repair the car and that it had been collected from Mrs D for repairs. It also offered her £150 compensation for the distress and inconvenience that she'd been caused which it said would be paid into her bank account. It said that the repair by the dealer was a fair and reasonable response to the issues with the car so it was closing her complaint.

Mrs D complained again to Moneybarn in September 2020 about a head gasket failure. It arranged for the car to be inspected by an independent expert in October 2020 and then said that there was no evidence to suggest that the previous repair to the head gasket had failed so it was unable to support her complaint. Mrs D wasn't satisfied with its response so complained to this service.

Our investigator didn't recommend that her complaint should be upheld. He believed that the original issues with the car were resolved in 2019 and he was satisfied that Moneybarn acted fairly and reasonably when it said it that it couldn't assist her with the issue with the head gasket about which she'd complained in September 2020. He said that he'd seen no evidence to suggest that the car had any other issues which were present or developing at the point of supply when Mrs D raised her concerns with Moneybarn in September 2020.

Mrs D has asked for her complaint to be considered by an ombudsman. She says that issues with the CO₂ sensor plugs and air conditioning have been ignored and her complaint wasn't solely about the head gasket. She says that the car's falling to pieces and she's had to pay to have it fixed as she needs to use the car.

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.

Having done so, I agree with the conclusions reached by our investigator for these reasons:

- Moneybarn, as the supplier of the car, was responsible for ensuring that it was of satisfactory quality when it was supplied to Mrs D - 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 Mrs D was about six years old, had been driven for 84,780 miles and had a price of £4,954;
- 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 factors;
- there were clearly some issues with the car soon after it was supplied to Mrs D – she complained to Moneybarn about those issues and the dealer agreed to repair the car and Moneybarn said that it would pay her £150 compensation and that it was closing her complaint;
- I've seen no evidence to show that Mrs D complained to Moneybarn about on-going issues with the car or the dealer's failure to repair the car until she complained to it in September 2020 – more than a year later – and, if there had been any on-going issues, I consider that it would be reasonable to expect her to have contacted Moneybarn about those issues before September 2020;
- Moneybarn says that her September 2020 complaint was that the head gasket had failed and it arranged for an independent expert to inspect the car;
- it's clear from the inspection report that the expert was instructed to investigate issues with the head gasket and not any other issues and I've seen no evidence to show that Mrs D had told Moneybarn that her complaint at that time wasn't just about the head gasket;
- the inspection took place in October 2020 and the expert's report recorded the car's mileage as 98,809 and said:

"We would conclude based upon the visible evidence that there is an evident fault with the vehicle which we believe is a failed head gasket. However, based upon the considerable time and mileage elapsed since original finance inception and last repair, we cannot conclude or determine based upon the available evidence that this is conclusively a fault which would have been developing at finance inception or as a consequence of the last repair carried out";

- the independent expert didn't consider that the failed head gasket would have been developing when the car was supplied to Mrs D or that it had failed as a result of the repair by the dealer – so I consider that it was fair and reasonable for Moneybarn to say that it couldn't support her complaint;
- the car's mileage when it was supplied to Mrs D in May 2019 was about 84,780 and when it was inspected in October 2020 it was 98,809 – so in about 17 months she'd been able to use the car to drive more than 14,000 miles – I don't consider that she'd have been able to do so if the issue with the head gasket hadn't been adequately repaired by the dealer after her complaint to Moneybarn in July 2019;
- Mrs D had complained to Moneybarn in July 2019 about the car's air-conditioning but I've seen no evidence that she raised further concerns about that until after she'd complained to this service – and, if the car's air-conditioning hadn't been adequately repaired by the dealer after her complaint to Moneybarn in July 2019, I consider that it would be reasonable to expect her to have contacted Moneybarn about that before September 2020;
- she says that there's a fault with the car's CO₂ sensor plugs but that fault wasn't included in her July 2019 complaint to Moneybarn and I've seen no evidence to show that she referred to issues with those plugs until after she'd complained to this service – which was more than 18 months after the car was supplied to her;

- the car passed an MOT test in November 2020 when its mileage was recorded as 98,960 and, although there were advisories, none of them related to issues with the car's engine or CO₂ emissions;
- Mrs D says that she's paid for the car to be repaired and has continued to use it – but she's not provided invoices for those repairs to this service and I'm not persuaded that there's enough evidence to show that any of the issues about which she's now complaining were present when the car was supplied to her or caused it not to have been of satisfactory quality at that time; and
- I sympathise with Mrs D for the issues that she's had with the car, the repair costs that she's incurred and the other difficulties that she's described, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to reimburse Mrs D for any of those repair costs, to pay for any further repairs, to pay her any compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 22 December 2021.

Jarrold Hastings

Ombudsman