

## **The complaint**

Mr O complains that a car acquired with finance from Moneybarn No 1 Limited wasn't of satisfactory quality.

## **What happened**

In January 2020 Mr O was supplied with a car and entered into a conditional sale agreement with Moneybarn.

Mr O experienced issues with the car which he reported to Moneybarn in September 2021. These included –

Tyres needed replacing

Brakes

Starter motor

Battery

Air conditioning

Mr O told Moneybarn that he'd had to pay for repairs to the clutch in February 2021, and for repairs to the flywheel in July 2021. He also said he'd paid for three new tyres. Mr O said he was unhappy about the amount of money he'd had to spend on repairs.

Moneybarn investigated Mr O's concerns but found that all the issues were due to wear and tear.

Mr O wasn't happy with the response and complained to this service.

Our investigator didn't uphold the complaint. She said there wasn't enough evidence to say that the car was of unsatisfactory quality, and that it was more likely that the faults were due to wear and tear.

Mr O didn't agree so I've been asked to make 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.

The Consumer Rights Act 2015 is relevant to this complaint. It says that goods must be of satisfactory quality when supplied. Cars are of satisfactory quality if they are of a standard that a reasonable person would regard as acceptable, taking into account factors such as the age and mileage of the car and the price paid. The legislation says that the quality of the goods includes their general condition, and other things including fitness for purpose, appearance and finish, freedom from minor defects, safety and durability.

I would expect a second hand car – such as that supplied to Mr O – to have a degree of wear and tear and to require repair more often than a brand new car. So, in order to uphold this complaint, I would need to be satisfied that there's a fault with the car which was present at the point of sale and which made it of unsatisfactory quality at the point of supply, as opposed to a fault which occurred due to general wear and tear.

Under the relevant legislation, where a car isn't of satisfactory quality in the first 6 months, it's assumed that it wasn't of satisfactory quality at the point of supply, unless the business can show otherwise. After 6 months, the burden of proof is reversed and it's up to the consumer to show that the car wasn't of satisfactory quality at the point of supply.

I've reviewed all of the available evidence about the issues which occurred with the car. I've seen invoices which show that repairs were carried out to the clutch in February 2021, and again in July 2021 when a new flywheel was fitted. Mr O has said that he also replaced three tyres.

Based on what I've seen, I'm satisfied that there was a fault with the clutch. However, just because there was a fault doesn't mean that the car wasn't of satisfactory quality when it was supplied. The clutch was repaired around 13 months after Mr O got the car. So, it's up to Mr O to show that the clutch was faulty at the point of supply. I haven't seen any evidence to suggest that this was the case. I can see that Mr O had the car for over a year and had covered over 5000 miles by the time the clutch failed. As I've already said, I'd expect a car of this age and mileage to have some wear and tear and to require repairs. If there had been a fault with the clutch at the point of supply, I don't think Mr O would've been able to cover the mileage that he has, and I would've expected the clutch to fail sooner than it did. On balance, I think it's more likely that the fault with the clutch was due to general wear and tear.

I've thought about the other issues that Mr O experienced with the car. I appreciate that he's had to replace some tyres. However, tyres are a serviceable item on a car and I think a reasonable person would expect to replace tyres several times over the lifetime of a car. So again, I don't think the fact that Mr O had to replace his tyres means that the car wasn't of satisfactory quality when it was supplied.

I understand that Mr O is frustrated by the issues which have occurred with the car. However, having considered the nature of the faults, and reviewed the available evidence, there isn't enough evidence to persuade me that the faults were present at the point of supply, or that the car wasn't of satisfactory quality when supplied. Because of this, I won't be asking Moneybarn to do anything further.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 3 May 2022.

Emma Davy  
**Ombudsman**