

The complaint

Mr R complains that the car he acquired through a conditional sale agreement with Moneybarn No. 1 Limited was faulty. He either wants repairs carried out and his warranty extended or to return the car and have the finance cancelled.

What happened

Mr R entered into a conditional sale agreement with Moneybarn in August 2020 to acquire a used car. The car was registered in 2013 and at the time of acquisition had a mileage of over 51,000. He says when he collected the car he could hear a noise from the alternator belt and agreed to purchase the part for the garage to fit. He says this part was wear and tear, but he thought there were other issues and expected those to be covered by his warranty. He says due to lockdown he couldn't get the repairs carried out and when he contacted the garage after the restrictions were lifted it wouldn't cover the costs under his warranty. Mr R says the car now has several problems noting issues with the engine, head gasket and clutch and says he can't drive the car.

Moneybarn issued a final response letter to Mr R in July 2021 not upholding his complaint. It said Mr R contacted it in April 2021 about issues with his car's auxiliary belt and that the car was overheating. It said that as the issues were raised more than six months after Mr R acquired the car the onus was on him to show any issues were not due to normal wear and tear and were present or developing at the point of supply. It said the videos Mr R had provided didn't confirm the faults were present at the time of acquisition and said Mr R didn't raise any issues within the first eight months of having the car. It also said the issues raised would be considered normal wear and tear.

Our investigator thought there was a fault with the car based on the invoice for a fan belt and the report noting *"Check and diagnose- found fault noisy water pump and belt reduced/no circulation of water flow round the engine- requires replacing"*. However, they didn't think this was enough to say that the car wasn't of satisfactory quality at the point of supply and thought the issues were likely due to wear and tear.

Mr R didn't agree with our investigator's view. He said there were issues present from the outset and these weren't wear and tear. He says the noise occurred when he collected the car and he agreed to buy the belt but he didn't think this was the issue and he had expected any other repairs to have been undertaken under his warranty. He said the car wasn't of satisfactory quality and he reported the issues within a couple of weeks but couldn't get repairs at the time due to lockdown.

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 can understand why Mr R is frustrated as he acquired a car through a finance agreement and then experienced issues shortly after. He has since said the issues are now such that he isn't able to drive the car.

Under the regulations - specifically relevant in this case is the Consumer rights Act 2015 - Moneybarn can be held liable if the car Mr R acquired through the conditional sale agreement wasn't of satisfactory quality at the point of supply. When considering satisfactory quality, factors such as the age and mileage of the car are taken into consideration. In this case the car Mr R acquired was around seven years old and had been driven over 51,000 miles at acquisition and therefore it would be reasonable to expect that it had experienced some wear and tear. It is also possible with used cars that issues can arise shortly after acquisition even if they weren't present at the point of supply.

Mr R says that he reported issues with the car to the garage shortly after acquisition. He has provided copies of his phone bills to support this. He says he wasn't able to get repairs at the time due to lockdown restrictions. Therefore, I accept that Mr R did try to raise and resolve the issues with his car within the first few weeks, but this didn't happen. However, for me to uphold this complaint I would need to be satisfied that the issues Mr R noted shortly after acquisition meant the car wasn't of satisfactory quality.

I have looked at the videos Mr R has provided which he says are from shortly after acquisition, I have also seen the copy of an invoice for a fan belt from October 2020. A report was carried out by a garage, but this was in October 2021, over a year after acquisition. This says *"Check and diagnose- found fault noisy water pump and belt reduced/no circulation of water flow round the engine- requires replacing"*.

However, given the age and mileage of the car at acquisition, I find on balance that replacement of the fan belt would be considered wear and tear. I also note that the sales invoice recorded the mileage of the car at end August as 51,601 compared to the mileage recorded on the October 2021 report as 55,014. This suggests the car was driven around 3,500 miles before the report was undertaken which I do not think would have been possible if the car wasn't fit for purpose at the point of supply.

I have also looked at the MOT history and this shows the car passed an MOT in September 2020 and again in September 2021. The mileage covered between the two was around 3,000 miles. There were no advisories noted on the September 2020 MOT and those noted on the September 2021 would generally be considered wear and tear items. The exception to this might be the mention of a slight oil leak but this hadn't been mentioned previously so I have nothing to suggest it was present at the point of supply.

Mr R raised his complaint with Moneybarn in April 2021. This was more than six months after acquisition, and I do not find it unreasonable that Moneybarn asked for evidence of the issues being present at the point of supply. Having considered the evidence that has been provided, I do not find I can say that there is enough to say that the car wasn't of satisfactory quality at the point of supply and therefore I do not find I can uphold this complaint.

My final decision

My final decision is that I do not have enough evidence to 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 4 July 2022.

Jane Archer
Ombudsman