

The complaint

Miss T complains about the quality of a car that was supplied to her under a conditional sale agreement with Moneybarn No.1 Ltd, trading as Moneybarn.

What happened

In July 2021 Miss T entered into a conditional sale agreement with Moneybarn for a used car. At the time the car was just over seven years old, with a recorded mileage of 52,437. The cash price was £7,795.

Miss T told us that she had problems with the car in September 2021, when the windows got stuck open because the electronics in the cabin weren't working properly. She said a local garage fixed this issue, and that the cost of the repair was covered under warranty.

Miss T said she discovered further issues with the car in February 2022 – and that she'd had to pay for repairs every month since then. She provided evidence showing the following payments:

- £505.70 to a garage in February 2022
- £209.83 to a recovery company in April 2022,
- £667.43 to a garage in May 2022,
- £244.72 to a garage in August 2022,
- £533 to a cambelt centre on 2 September 2022,
- £79.99 to a parts supplier on 16 September 2022,
- £99.00 to a garage on 21 September 2022.

Miss T told us that, after carrying out a repair on 21 September 2022, the garage gave her a health check report saying the car would also need around £2,500 worth of other work - although this wouldn't need to be done immediately. She said she had to take the car back to the garage the next day because it went into limp mode again – and that she'd been quoted around £1,800 to fix the problem.

Miss T complained to Moneybarn that she'd spent close to £2,000 on recovery and repairs to the car, and that it still needed around £4,500 worth of work. Moneybarn didn't uphold Miss T's complaint, so she asked us to look into what had happened.

Our investigator said he wasn't persuaded that there'd been a fault with the car in September 2021. And even if there was a fault at that time, he was satisfied that it hadn't resulted in any extra cost for Miss T.

The investigator said he hadn't seen any evidence confirming the issue with the DPF was present when the car was supplied to Miss T - or that it was linked to a potential problem in September 2021. As she'd had around seven months' and 7,000 miles' use of the car before this problem came to light, he thought it was likely to be due to normal wear and tear.

Miss T asked for an ombudsman to review things again, so the case was passed to me for a decision. Having reviewed the evidence, I wrote to both parties setting out my initial thoughts. I said that, based on the evidence I'd seen, I wasn't thinking of upholding the complaint. I invited both parties to send me any further information or comments they'd like me to consider.

Miss T responded, saying she was led to believe the car would have a full service before she collected it. She said a full service hadn't been carried out, so Moneybarn couldn't be confident the car was fit for purpose when it was supplied to her. She provided a photo of the relevant section of the service booklet.

Miss T said all the issues she'd experienced have related to the exhaust system - and that this shows there's been a systematic failure. She said the repairs she'd had constitute a rebuild of the whole system.

Miss T said typically it's good practice to change a DPF at 100,000 miles, although manufacturers' recommendations vary. She feels strongly that the fact that this car needed a new one at 60,000 miles suggests it wasn't fit for purpose when it was sold.

Moneybarn made no further comment.

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.

Miss T's complaint is about a car supplied under a conditional sale agreement. Entering into consumer credit contracts like this as a lender is a regulated activity. So, I'm satisfied I can look into this complaint.

When considering what's fair and reasonable, I take into account relevant law and regulations. The Consumer Rights Act 2015 (CRA) is relevant to this complaint. It says that under a contract to supply goods, there's an implied term that those goods will be of satisfactory quality. It explains that things like fitness for purpose, appearance and finish, freedom from minor defects, and durability can be aspects of the quality of goods.

The standard that's applied is whether a reasonable person would consider the quality of the goods to be satisfactory, taking into account the way they were described, the price and all the other relevant circumstances. It seems likely that in a case involving a car, the relevant circumstances a court would take into account might include things like its age, mileage, and history.

In this case, I bear in mind that the car was just over seven years old and had covered around 52,437 miles when it was supplied to Miss T. It cost £7,795, which is significantly less than it would've cost when it was new. Given its age and mileage, I think a buyer would expect some parts of this car to have suffered some wear and tear. But I think they'd expect it to be free from anything other than minor faults when it was supplied - and to be able to drive it for a reasonable amount of time without major issues.

I've considered each of the issues Miss T has told us about, to decide whether I think this shows the car wasn't of satisfactory quality when it was supplied to her.

Window issue – September 2021

Miss T has told us that a problem with the car's electronics was repaired in September 2021, after she complained to the dealer that the windows had got stuck. She says this fell within the warranty period and her consumer rights under the CRA, because it happened within six months of getting the car.

I've seen a copy of the invoice Miss T obtained from the garage, dated 2 September 2021. It says:

Investigate window fault carry out diagnostics test and battery reset relearn windows".

The invoice shows the garage charged £40 plus VAT for labour. It's not clear to me whether that charge was just for diagnostic testing, or if a fault was found and repaired.

In the absence of further evidence about this, I'm unable to say whether the windows got stuck due to a fault that needed to be repaired. But if a repair was carried out, the relatively low charge shown on the garage's invoice suggests this was a fairly simple issue to fix. And I'm pleased to see that any work was carried out without charge for Miss T.

I haven't seen anything to suggest Miss T raised any other issues with the car in September 2021. And I think the repair to the window issue was likely to have been successful because I've seen nothing to suggest she had any more problems with them getting stuck again. So, I wouldn't expect Moneybarn to do anything more here.

DPF filter and sensor issues – February 2022

I've seen a copy of an invoice dated 11 February 2022, showing Miss T paid a total for £505.70 for the following work:

"Carry out diagnostics test and regen the DPF filter and supply and fit both DPF temp sensors".

The invoice records the car's mileage to have been 59,568 at that time.

I haven't seen any evidence suggesting the issue with the DPF or sensors came to light before February 2022. Nor have I seen anything to suggest this was linked to the problem that was investigated and/or repaired under the warranty in September 2021.

By February 2022 Miss T had been using the car for around seven months, during which time it had covered over 7,000 miles. I bear in mind it would then have been almost eight years old, and that it had covered almost 60,000 miles. I do think some repairs and maintenance are to be expected of a car of that age and mileage.

Miss T says a DPF should last around 100,000 miles. She feels the fact that she had problems with it after 60,000 miles shows the car wasn't fit for purpose when it was supplied to her. But I'm not persuaded of this, because I'm aware that the life expectancy of a DPF will very much depend on the way a car is driven and maintained.

The DPF is a filter that traps harmful particles to reduce emissions from diesel cars. The trapped soot periodically has to be emptied or "burned off" to prevent the filter becoming clogged up. If a car is regularly run at speed on long motorway journeys, the exhaust reaches a high enough temperature to cleanly burn off the excess soot in the filter. But if the same car is mainly used for slow stop-start driving about town, the DPF may become blocked.

Miss T feels Moneybarn couldn't be sure the car was fit for purpose when it was supplied to her, because it wasn't fully serviced before it was sold. When thinking about this, I bear in

mind there's no obligation on a business to service a car before it's supplied, unless this is something they've specifically advertised or promised.

I've seen no supporting evidence showing Miss T was promised the car would be fully serviced before she collected it. I've reviewed the image of the service booklet, which shows it had a "main" service at 50,722 miles – which is only around 1,700 miles less than the recorded mileage when the car was supplied to Miss T. So, I wouldn't expect Moneybarn to have done anything different here.

Having thought about all of this, I'm not persuaded that the repair in February 2022 was needed due to a fault that was already present or developing when Miss T got the car. I find it most likely that this was due to wear and tear. So, I'm not persuaded that Moneybarn should cover the cost of this work.

Other costs – April to September 2022

Miss T told us that she spent close to £2,000 on recovery costs and repairs to the car within 15 months of getting it. She provided screenshots showing the following payments:

- £209.83 to a recovery company on 17 April 2022,
- £667.43 to a garage on 11 May 2022,
- £244.72 to a garage on 22 August 2022,
- £533 to a cambelt centre on 2 September 2022.

I've seen no evidence to show what these payments were for, so I've been unable to consider them.

Exhaust / DPF issues – September to October 2022

I've seen a copy of a receipt from a parts company, dated 16 September 2022, for an "exhaust pressure sensor" costing £79.99. I've seen no evidence as to why this was needed, whether it was fitted to the car, or by whom.

I've seen a copy of an invoice dated 21 September 2022, which records the car's mileage to have been 67,519 at that time. It shows Miss T was charged £99 for the following work:

"investigated service light on in dash, fault code P2453 present. Exhaust differential pressures sensor implausible signal. Carried out re-learn procedure due to new part fitted previously... customer to monitor".

Miss T says she had to take the car back to the garage the next day because it went into limp mode again. I've seen a copy of an invoice dated 12 October 2022, at which time the car was recorded to have travelled 67,549 miles. This shows the garage "replaced dpf and carried out regen", for which Miss T was charged £1,797.19.

I bear in mind that Miss T had around 14 months' and 15,000 miles' use of the car by the time these repairs were carried out. I've seen no evidence to show this work was required due to a fault that was present or developing when she got the car. So, I don't consider Moneybarn to be liable for these costs.

Miss T feels the fact that she's had to have the whole exhaust system replaced shows there was a problem with it from the outset. I'm not persuaded of this - I've seen nothing to show these repairs were needed due to an underlying issue that was present when the car was supplied to her. So, this doesn't change my decision.

Further work advised

I've seen screenshots of the health check inspection Miss T received after the car went to the garage on 21 September 2022. It advised her the following things will require action in the near future:

- Front brake pads – 50% worn
- Front brake discs lipped
- Front tyres - between 3.5mm and 3.8mm
- Bolt missing from A/C compressor
- Humming noise from A/C compressor evident in cabin with engine idling.

I've seen evidence showing the car had travelled over 15,000 miles in the 14 month period since it was supplied to Miss T. Tyres, brake discs and brake pads are items which need to be replaced periodically due to normal wear and tear. So, I don't consider it unusual for the health check to suggest these items would be likely to need replacing in the near future. Moneybarn wouldn't be liable for this cost.

I've seen no evidence to suggest the air conditioning compressor had stopped working. And even if it had, I haven't seen anything to suggest this was due to a problem that was developing when Miss T got the car. So, I'm not persuaded that Moneybarn are liable for the cost of any work that might be needed to the air conditioning compressor in the near future.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 19 May 2023.

Corinne Brown
Ombudsman