

## **The complaint**

Miss S complains that the car she acquired via a conditional sale agreement from Moneybarn No. 1 Limited ("Moneybarn") was not of satisfactory quality.

## **What happened**

Miss S acquired a car from Moneybarn in July 2022. The car at the time she acquired it was around ten years old and had travelled around 85,000 miles. She began to have problems with the car in December 2022 and paid for the turbo hose and fuel injectors to be replaced. Around the same time, she paid for the alternator to be replaced.

She was still concerned the car wasn't working correctly, so she arranged for the car to be looked at by a main dealership, who confirmed that the DPF filter needed to be cleaned and refitted, and also that the clutch would need replacing.

Miss S paid for these repairs, but in the meantime she had raised a complaint with Moneybarn in December 2022 about the quality of the car, asking to reject the car.

Moneybarn issued their final response letter (FRL) in February 2023 and did not uphold the complaint. They said that the issues she was complaining about were wear and tear items, and as she had been able to drive the car for several months and done around 5,000 miles since she took possession of the car, they didn't agree that the car was of unsatisfactory quality when it had been supplied.

Unhappy with this, Miss S brought her complaint to our service. The investigator here who investigated the case did not uphold it. They felt that the items that needed repairs had most likely reached the end of their normal lifespan, and so said as these were wear and tear items reaching the end of their life, they couldn't agree that the car was of unsatisfactory quality.

Miss S didn't agree with this view and asked for an Ombudsman 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.

Having done so, I've reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time. Miss S was supplied with a car under a conditional sale agreement. This is a regulated consumer credit agreement which means we're able to investigate complaints about it.

The Consumer Rights Act 2015 ("CRA") says, amongst other things, that the car should've

been of a satisfactory quality when supplied. And if it wasn't, as the supplier of goods, Moneybarn are responsible. What's satisfactory is determined by things such as what a reasonable person would consider satisfactory given the price, description, and other relevant circumstances. In a case like this, this would include things like the age and mileage at the time of sale, and the vehicle's history and its durability. Durability means that the components of the car must last a reasonable amount of time.

The CRA also implies that goods must conform to contract within the first six months. So, where a fault is identified within the first six months, it's assumed the fault was present when the car was supplied, unless Moneybarn can show otherwise. But, where a fault is identified after the first six months, the CRA implies that it's for Miss S to show it was present when the car was supplied.

Moneybarn have said that the issues Miss S had with the car were not faults, but normal wear and tear which had occurred due to the age and mileage of the car. They highlighted that she had driven the car for four to five months and covered around 5,000 miles before these issues occurred, so they were satisfied that the car was of satisfactory quality when it was supplied.

I've considered each of the issues Miss S suffered in turn.

Initially, the first problem fixed was replacing a turbo hose. This part can need replacing every two to four years, and is a perishable item, so I am satisfied this was a wear and tear part. As such, having been able to drive the vehicle for several months and 5,000 miles, I think the hose has most likely reached the end of its lifespan and needed replacing at that point.

The next item repaired/replaced was a fuel injector. The average lifespan for fuel injectors is between 50,000 to 100,000 miles. I'm satisfied that having been able to drive the car for 5,000 miles after acquiring it, this unfortunately is another wear and tear part which has reached the end of its lifespan while Miss S has had the car.

There is some confusion regarding an alternator, which Miss S has provided an invoice showing she paid the labour for it to be replaced, but we haven't seen an invoice for the part itself. Moneybarn have discussed it in their FRL, so I will answer this as well.

Again, this part has a natural lifespan of up to 100,000 miles, and the exact lifespan depends on how the car has been driven and maintained. As the car has travelled 90,000 miles by the time this appears to have failed and needed replacing, I am satisfied that it has reached the end of its natural lifespan and needed replacing through wear and tear, and this doesn't show a fault which makes the car of unsatisfactory quality.

Then after taking the car to a main dealership to be investigated, Miss S paid for the DPF filter to be cleaned. A DPF filter probably has a lifespan of again, around 100,000 miles. Even within this time however, it can need specialist cleaning, depending on driving style and the type of driving being undertaken. So again, I think this cleaning required is part of the normal wear and tear and maintenance required for a car, and I can't agree that this is a fault which makes the car of unsatisfactory quality, or that it was present or developing at the point the car was supplied to Miss S.

The final issue raised was the clutch failing. The normal lifespan of a clutch is anything from 30,000 miles to 100,000 miles depending on driving style. The average tends to be around 60,000 miles. With no evidence of the clutch having been replaced previously, this falls into the wear and tear category, whereby it has unfortunately also reached the end of its normal lifespan a few months after Miss S has acquired the car. I can't agree that this could have

been developing or present at point of sale, as Miss S was able to travel 5,000 miles in the car before it failed.

All of the issues suffered by Miss S aren't issues which show the car was not of satisfactory quality when supplied. The car would not have functioned normally for 5,000 miles after supply if these issues were present or developing when the car was supplied.

Unfortunately, with older and higher mileage cars, parts can begin to wear out and reach the end of their natural life relatively soon after the car is acquired. I'm sorry for Miss S that she seems to have had a period whereby several parts have needed replacing four to five months after she acquired the car.

But all the problems she has had and the repairs she's had carried out relate to wear and tear parts which have unfortunately reached the end of their normal lifespan a few months after Miss S has acquired the car.

As such, I can't agree that these were faults that were developing or present at the point the car was supplied to Miss S, and which make the car of unsatisfactory quality. I won't be asking Moneybarn to do anything further.

### **My final decision**

I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 7 October 2023.

Paul Cronin  
**Ombudsman**