

## **The complaint**

Mrs M complains that the car she acquired through a conditional sale agreement with Moneybarn No. 1 Limited trading as Moneybarn wasn't of satisfactory quality. She wants the car collected and her agreement terminated.

## **What happened**

Mrs M acquired a used car through a conditional sale agreement in April 2022. She says that within five weeks the engine overheated and repairs were needed. She said that no diagnostics were carried out to ascertain the cause and that she had driven 1,800 miles and constantly needed to top up the coolant levels.

Moneybarn issued a final response dated 5 September 2023. It said that it had instructed an independent inspection of the car to identify if the reported faults were present or developing at the point of supply. The report recorded that it suspected the coolant pump had gone faulty and that it considered the fault to have developed after acquisition. It said there was no evidence of previous repairs relating to the current fault. Based on this Moneybarn considered the issues to be wear and tear and didn't uphold this complaint.

Mrs M wasn't satisfied with Moneybarn's response and referred her complaint to this service. She said that the inspection report noted a suspected coolant pump issue, but it wasn't aware of the previous faults. She didn't accept that the faults with the car were wear and tear.

Our investigator found it likely that there was a fault with the car, noting Mrs M's comments about it overheating and the inspection report identifying an issue with the coolant pump. He noted that Mrs M hadn't accepted the issues were due to wear and tear and had said that the inspector wasn't aware of the previous repair. Our investigator contacted the inspection company about this, but this didn't change its outcome. It thought it likely the faults developed while in Mrs M's possession. Given this our investigator didn't uphold this complaint.

Mrs M didn't accept our investigator's view. She reiterated that repairs were first needed after only five weeks due to an issue with overheating. She said that both the water pump and belt needed to be replaced and she didn't have evidence that these parts were changed. She said if the original pump and belt were used in the repair then the fault wasn't properly repaired and if they were replaced then the water pump must have still been within the manufacturer's warranty. Either way she didn't accept that the issue was caused by wear and tear.

## **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.

When assessing a complaint, I take into account all relevant rules and regulations - the Consumer Rights Act 2015, is particularly relevant in this case – but my decision is based on

what I consider fair and reasonable given the unique circumstances of the complaint.

Mrs M acquired a car through a conditional sale agreement with Moneybarn. Under the regulations, Moneybarn can, in certain situations, be held liable if the car supplied wasn't of satisfactory quality. For the acquisition of cars, satisfactory quality takes into account factors such as the car's mileage, age, price and whether the car was sufficiently durable. In this case, Mrs M acquired a used car that was over seven years old for £6,480. The car had been driven 56,379 miles at acquisition. Given the age and mileage of the car it would be expected that it would have suffered some wear and tear and it is also possible that, with used cars, issues can arise shortly after acquisition even if these weren't present at the time.

Mrs M has said that five weeks after acquiring the car she had to call a mechanic due to the car overheating. The mechanic reported that the expansion tank cap was cracked and the pressure relief valve missing which had allowed coolant to escape causing the engine to overheat and damage to the engine/cylinder head gasket. The car was returned to the dealer for repairs which were undertaken at no cost to Mrs M. Mrs M raised a complaint about these issues at the time and referred it to this service. A view was issued, and the case closed in December 2023.

Mrs M raised a new complaint in June 2023 saying that there were ongoing issues with the car and that she was constantly needing to top up the coolant as the car was overheating. She was concerned that the previous repairs hadn't resolved the underlying issue.

I can understand why Mrs M is upset by the issues she has experienced with the car and I have considered all of the information she has provided. But for me to uphold this complaint I would need to be satisfied that any current issues were due to faults that were present or developing at supply.

Mrs M had initial repairs carried out to the vehicle in June 2022. She then contacted Moneybarn again in June 2023 saying there were still issues. This was more than a year after the car had been supplied. But given the issue raised, I find it reasonable that Moneybarn arranged for an independent inspection to take place to establish whether there were faults with the car and if so whether these had been present or developing at the point of supply.

The independent inspection was carried out in August 2023 and the car's mileage recorded at that time was 62,912. This meant that Mrs M had driven the car around 6,500 miles since entering the conditional sale agreement and (based on the MOT from November 2022 which took place after the repairs) more than 4,600 miles since the previous repairs were carried out. The inspection recorded the car as being in poor condition. It said the battery was depleted but after connecting the jump pack the engine started from cold with no warning lights. Tests didn't show any cooling system leaks. The inspector checked the cooling fans and while these were working the cooling system started to blow coolant out of the cooling system, but this didn't show any signs of overheating. Based on this the inspector suspected the coolant pump had gone faulty but said this would need further investigation.

Based on the inspection report and Mrs M's comments, it seems there is a current fault with the car. But a fault being present doesn't necessarily mean that the car wasn't of satisfactory quality at the point of supply. The inspection report noted the mileage Mrs M had driven and didn't think the current fault was present or developing at the point of supply. It further stated that there was no evidence of previous repairs relating to the current fault.

Mrs M raised concerns that the inspector wasn't aware of the need for previous repairs and so our investigator asked further questions about this. The company that carried out the inspection said that the fault identified suggested an electrical defect within the water pump

assembly. It said these issues can develop almost instantaneously and that it was unclear whether the water pump had been previously changed. It noted the mileage covered and didn't think this suggested an issue with the repair and said that the pump defect would be considered a maintenance repair. It further said that had the pump been unserviceable at the time of the previous repairs this issue would have arisen sooner.

So, while I note the concerns Mrs M has raised, based on the evidence provided, particularly relying on the reports from the independent inspection company, I do not find I can say that the current issue with Mrs M's car is due to a fault that was present or developing at the point of supply. And noting the age and mileage of the car I do not find I can say the car wasn't sufficiently durable. Because of this I do not find I can say the car supplied to Mrs M wasn't of satisfactory quality and so I do not uphold this complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 24 July 2024.

Jane Archer  
**Ombudsman**