

The complaint

Mr W has complained that a car he acquired on finance from Moneybarn No. 1 Limited wasn't of satisfactory quality.

What happened

In December 2021, Mr W entered into a finance agreement with Moneybarn for a used car. At this point, the car was six years old and had 113,760 miles on the clock.

Unfortunately, Mr W had a problem with the car almost straight away. This was initially diagnosed as an issue with a blocked pipe/water pump, but ultimately a blown head gasket was discovered, and this was repaired by the dealership at no cost to Mr W.

Mr W then had to replace the battery, brake pads and disks. And in August 2022, there were issues with the turbo. An independent engineer's report was carried out, but concluded this had developed after the point of supply.

In July 2023, Mr W had the DPF cleaned. Then, in October 2023, the car broke down and this was determined to be engine failure. At this point, the car had 136,505 on the clock.

Moneybarn considered this to be age-related wear and tear, given the miles travelled and the length of time Mr W had the car. So, it said it wasn't responsible for any repairs.

Mr W brought his complaint to our service. One of our investigators looked into things, but didn't recommend that the complaint should be upheld. She noted that the car was six years old and had travelled 113,760 miles when it was supplied. And the price of the car was lower than it would have been if it had been supplied new. So, she thought it fair to say that it would be expected that that parts of the car might have already suffered notable wear and tear. And there was a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn when it was supplied.

Our investigator explained that the head gasket had been repaired. And Mr W had brought his complaint about the turbo to us 'out of time', as it was more than six months since Moneybarn had issued its final response on this matter. So, she focused on the engine failure from October 2023.

Given that Mr W had been able to drive over 22,000 miles before the issue occurred, our investigator was satisfied this wasn't an issue that had been present, or developing, at the point of supply. And she took into account Mr W's concern that the dealership may've caused engine damage by driving the car several hundred miles, during their attempts to repair it after the head gasket failed in January 2022. But as the car had travelled more than 21,000 miles since, she thought this unlikely.

Taking everything into account, she considered the issues to be due to a reasonable level of wear and tear, and the engine problems had not present or developing when the car was supplied. So, she didn't think it would be fair to ask Moneybarn to do anything more to resolve this complaint.

Mr W disagreed, and his complaint's been passed to me.

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 agree with the outcome reached by our investigator, and for the same reasons she gave. I appreciate that Mr W has been very disappointed by the car, but I'm satisfied that appropriate repairs were carried out to the head gasket, and other issues experienced (battery, brake pads and disks, and DPF) were reasonable wear and tear, commensurate with the age and mileage of the car. As regards the engine failure in 2023, I'm satisfied, on balance, that this would not have been present, or developing, at the point of supply. I say this given the distance Mr W was able to drive up until this point. And I don't think the dealership caused the damage, as Mr W had the car back in his possession for a considerable time, and drove significant miles, before the issue presented itself.

For these reasons, I'm not upholding the complaint. I'm aware that since the investigator issued her opinion, the car has been returned, for reasons unconnected to the quality issues raised in this complaint. I hope that this offers Mr W the opportunity to move forward from what I understand has been a frustrating and worrying time.

My final decision

For the reasons given above, it's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 February 2025.

Elspeth Wood
Ombudsman