

The complaint

Miss P is unhappy with the quality of a car supplied by Moneybarn No. 1 Limited using a conditional sale agreement.

What happened

On June 2022 Miss P entered into a conditional sale agreement with Moneybarn for a used car. The car was around nine years old and had been driven 94,500 miles. The cash price was £4,400.

Miss P believes the car she acquired was of unsatisfactory quality at the point of supply. She's shown she had to replace the brake caliper and brake fluid in January 2023.

In August 2023 the car had a diagnostic which picked up the following issues:

- The fuel filter needed replacing,
- Both windscreen wipers needed replacing,
- The clutch biting point was high,
- The cambelt needed replacing.

The diagnostic said the cambelt and fuel filter replacements were needed due to '*age as per the manufacturers recommendations.*'

Miss P has said she replaced the clutch and fly wheel in October 2023 but was only able to send proof of payment as evidence.

Miss P has explained that the car is now not in a road worthy condition, so is unable to drive it.

Unhappy because she didn't feel the car supplied was of satisfactory quality, she complained to Moneybarn. They issued a final response letter saying that her car had passed MOT's and they believed the issues she was having were as a result of wear and tear. So, they didn't think they needed to do anything further.

Dissatisfied with this response, Miss P brought her complaint to our service. An investigator looked into everything and said he didn't believe the car was of unsatisfactory quality when it was supplied.

As Miss P didn't agree with his findings, the case has been passed to me for 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.

Miss P acquired her car using a conditional sale agreement and so The Consumer Rights

Act 2015 ("CRA") is relevant legislation for this complaint. The CRA sets out expectations and requirements around the quality of goods supplied. In summary, goods should be of satisfactory quality. Section 9 of the CRA says that goods are of satisfactory quality if they meet the standard that a reasonable person would consider satisfactory. When considering the quality of a car, the age, mileage and price are things that need to be taken into account.

The first repairs (the brake caliper and brake fluid replacement) to Miss P's car were carried out in January 2023, seven months after she'd acquired it. At this point the car had been driven 99,428 miles in total and nearly 5,000 miles by Miss P.

Brake calipers can wear over time. With this in mind, and considering the car's age and overall mileage, I can't fairly say the issues Miss P experienced were as a result of the car being of unsatisfactory quality. Instead, I'm more persuaded that they needed replacing because they were a serviceable item which had reached the end of their life.

In August, more issues presented themselves with Miss P's car. The diagnostic for two of these issues (the cambelt and fuel filter) confirmed that these repairs were required because of the age of the car.

I would also consider windscreen wiper blades serviceable items.

The report in August also said the clutch was too high. Miss P has said she had it, and the flywheel replaced in October.

I've carefully considered these issues in conjunction with the car's age and mileage. The car had been driven 101,242 miles in August and was around eleven years old at this point. So, I think a reasonable person would expect that these items would need servicing at some point. And for two of the items, the diagnostic itself makes clear that the repairs were needed because of the car's age.

Bearing all this in mind, in conjunction with the CRA, I don't think a reasonable person would attribute these issues to the car being of unsatisfactory quality.

Miss P has said the car now has electrical issues which makes it unroadworthy. She's provided diagnostic screenshots of the faults. However, these were made in August 2023, around 14 months after she acquired the car. There's no further evidence showing these faults were present or developing at the point of sale. So, with the evidence I have, I'm not persuaded that these issues existed at the point of supply.

I can appreciate Miss P's frustrations that she had to carry out so much repair work, so soon after getting the car. But, because of its age and mileage when Miss P acquired it, I don't think a reasonable person under the CRA, would say this meant the car was of unsatisfactory quality. I say this after carefully considering of the type of repairs which were needed.

I'm very sorry that my decision doesn't bring Miss P more welcome news. But in all the circumstances I don't think that Moneybarn has treated Miss P unfairly, unreasonably, or contrary to law in the circumstances of this complaint.

My final decision

My final decision is that I don't uphold this complaint for the reasons explained above. I don't require Moneybarn No.1 Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 30 September 2025.

Ami Bains
Ombudsman