

## **The complaint**

Miss K complains that a car supplied to her under a conditional sale agreement with Moneybarn No. 1 Limited (MBL) is of unsatisfactory quality.

## **What happened**

In July 2020, Miss K entered into a conditional sale agreement with MBL to purchase a used car. The car was just under seven years old and had travelled around 43,920 miles. The cash price of the car was £4,250.00 with an advance payment of £250.00 being paid. The total amount repayable on the agreement was £7,986.67 payable over 60 months. This was to be repaid by monthly payments of £131.13.

As a note, Miss K has raised a previous complaint about the quality of the car supplied under this agreement, raising other issues and a final response with referral rights to this service was issued in 2021. As the complaint was not brought to this service within the six month time limit allowed as explained in the final response, the investigator confirmed they will not make a finding on anything raised in that initial complaint due to the complaint being made out of time. I agree with this and I will not make a finding on any of the issues raised in the first complaint, and as such this decision will focus on the issues raised in the complaint made in 2024, that were not dealt with previously. Miss K has confirmed this to be the issue with the timing chain as described to her by a mechanic. Having said this, I will refer to previously complained about events for context.

Miss K explained she'd been having issues with the vehicle almost as long as she'd had it. In Miss K's first complaint, she'd complained the car was juddering amongst other issues. As part of responding to this initial complaint, an inspection was carried out by an independent car inspector to see what the issues were, and to see if they were likely to have been present or developing at the point of sale.

The inspector found issues, but explained this was due to wear and tear and not something that would have been present or developing at the point of sale. As such, MBL didn't uphold the complaint and no action was taken by them on repairing the vehicle as they didn't accept responsibility for the issues.

More recently, Miss K explained she'd had further problems with the car, she said the car was currently undriveable and the engine has blown. Miss K explained a mechanic had told her there was an issue with the timing chain having jumped that has caused the problems and that the timing chain should not have had issues as early as it has.

Miss K complained to MBL about this, to which MBL responded by requesting evidence to show the current problems would have been present or developing at the point of sale, as it had been some years since the sale of the vehicle. After this, MBL then issued their final response to the complaint, where they didn't uphold it as they said there was nothing to show the car's current faults were present or developing at the point of sale.

Miss K didn't agree with this and brought the complaint to our service where it was passed to one of our investigators. The investigator didn't uphold the complaint. He explained there was no evidence to show the current issues would have been present or developing at the point of supply of the vehicle, and that the fault was due to normal wear and tear, meaning the car was not of unsatisfactory quality when it was supplied. Miss K disagreed with this, and so the complaint has been passed to me 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.

There is a lot of information that has been supplied and whilst I may not comment on everything, I have carefully considered each piece of information to guide my decision.

Miss K acquired a car under a conditional sale agreement. Entering into consumer credit contracts like this is a regulated activity, so I'm satisfied we can consider Miss K's complaint about MBL. MBL is also the supplier of the goods under this type of agreement meaning they are responsible for a complaint about the supply of the car and its quality.

The Consumer Rights Act 2015 (CRA) is relevant in this case. It says that under a contract to supply goods, there is an implied term that "*the quality of the goods is satisfactory, fit for purpose and as described*". To be considered as satisfactory, the CRA says the goods need to meet the standard that a reasonable person would consider satisfactory, considering any description of the goods, the price and all the other relevant circumstances.

So, it seems likely that in a case involving a car, the other relevant circumstances a court would consider might include things like the age and mileage at the time of sale and the vehicle's history. The CRA also explains the durability of goods is part of satisfactory quality.

In this case, Miss K acquired a car that was almost seven years old and had travelled around 43,920 miles. As this was a used car with this mileage and age, it's reasonable to expect parts may already have suffered more wear and tear when compared to a new car or one that is less travelled. There's a greater risk this car might need repair and/or maintenance sooner than a car which wasn't as road-worn.

I've reviewed the available evidence about the issues Miss K explained she's experienced with the car in her most recent complaint. Based on what I've seen, I'm satisfied that there were faults with the car. I say this because neither MBL nor Miss K dispute the vehicle has faults. Miss K has explained the car is undriveable and has relayed what a mechanic told her about the issue with the timing chain jumping, causing issues and MBL do not dispute this. Having considered the car had a fault, I've considered whether it was of satisfactory quality at the time of supply.

Firstly, I acknowledge Miss K is unhappy with the vehicle, and that she may well not have expected to have incurred issues in the way that she explains she has.

In this case, it's important to note that the current issue Miss K has raised with the timing chain jumping, causing problems has been raised when the vehicle was now around ten years and eight months old, having travelled around 60,542 miles according to the image supplied by Miss K of the dashboard in June 2024. I note that Miss K also said in an email the vehicle had travelled around 65,000 miles.

The vehicle had travelled around 43,920 miles at the point of supply, suggesting Miss K was able to travel what I'd consider reasonable mileage before reporting the issue with the timing chain using either of the mileage figures Miss K supplied. In cases like this, it can be useful to have detailed evidence of the issues and the likely cause of them, such as an independent inspection. We don't have this in this case. We do have what Miss K explained the mechanic had told her.

Having considered everything, I'm not persuaded the issue was present or developing at the point of sale, and as such I don't think the vehicle was of unsatisfactory quality when it was supplied. I say this because if the issue was present or developing at the point of sale, I'd expect this to have arisen much sooner in Miss K's ownership of the vehicle than it has been reported considering the mileage Miss K was able to travel over this time. I note it wasn't included in the inspection report carried out in relation to the first complaint, which could suggest that it wasn't present at this point and has developed through normal wear and tear.

I can see Miss K has explained the mechanic told her the issue shouldn't have happened with the timing chain and could have been expected to last longer. Whilst I acknowledge this, I don't have any evidence to show the detailed information about the issues and what has caused these. A timing chain and the systems that keep this in place can last what I'd consider to be a significant amount of time but they can also require attention. Research suggests different factors can have an effect on the lifetime and condition of these parts such as driving style, servicing history of the vehicle, regular maintenance and oil changes and the tensioner keeping the chain in place amongst other things. Having said this, I don't have definitive information showing the exact faults and causes for these.

Having considered that I don't have any definitive evidence to show the exact fault with the timing chain jumping and the cause of this, I also have to take into account the price, age and mileage of the vehicle, along with the mileage Miss K was able to achieve before the issue was reported. Having considered everything I do have, I haven't seen anything that persuades me the vehicle had a fault that was present or developing at the point of supply, or that it was not sufficiently durable for the reasons I've explained above. It follows that I'm persuaded the vehicle was of satisfactory quality when it was supplied.

I acknowledge why Miss K feels the car wasn't of satisfactory quality, as she may not have expected a fault like this to have occurred when it did, and she has explained she's encountered other issues in the past with the vehicle, that haven't been considered in this decision.

Based on everything I've seen, I'm persuaded that the car was of satisfactory quality at the point of supply. So I won't be directing MBL to do anything further in relation to this complaint.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 1 July 2025.

Jack Evans  
**Ombudsman**