

The complaint

Mr J complains of issues with a car he acquired through a Conditional Sale Agreement with Moneybarn No 1 Limited(trading as Moneybarn). He would like to negotiate a lower price to buy the car outright

What happened

The details of this complaint are well known to both parties so I won't repeat them again here instead I will focus on giving the reasons for my 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 agree with the conclusions reached by our investigator for the following reasons:

- When issues arise with a car within six months of an agreement, as is the case here, we usually say it's a business responsibility to investigate and to resolve any point of sale issues. In this case Moneybarn did what I would have expected it to do. It actually arranged two independent inspection reports. I have read both carefully. Both conclude there were faults with the car but not ones that could be said to be present or developing at the point of sale. They were due to general service wear and deterioration. These reports are independent which means they are not undertaken or written by Moneybarn itself but by approved independent inspectors. So, I think it's reasonable to rely on them. I am persuaded that there is no evidence of any issues for which Moneybarn is responsible.
- Mr J has said that he bought the car on the basis that it had been fully serviced but it hadn't been. Unfortunately, he hasn't been able to give us any evidence to show what was advertised or if there was any agreement over service or not. So, I can't reasonably conclude that the car was mis represented to him.
- It's unfortunate that Mr J has experienced problems with his car. But as the car is a used one he might reasonably expect more wear and tear than with a new car. But I have no evidence of either the car being mis represented to him or of faults for which Moneybarn is responsible. So I can't reasonably ask Moneybarn to reduce the price of the car for Mr J to buy as he would like

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 November 2021.

Bridget Makins
Ombudsman

