

The complaint

Mr P complains that he couldn't part exchange a car he acquired through a conditional sale agreement with Moneybarn Vehicle Finance Ltd (Moneybarn) due to a condition alert on the car he was unaware of. He would like the arrears on the agreement written off and compensation for appropriate checks not being carried out.

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 have reached the following conclusions:-

- I appreciate it must have been frustrating for Mr P, when having decided to voluntarily terminate (VT) his agreement, he says was unable to part exchange his vehicle due to water and mechanical damage caused prior to him taking out his agreement. Although I note he hasn't evidenced this. He doesn't feel Moneybarn carried out appropriate checks, but I don't agree with him. I have seen the Hire Purchase Investigation (HPI) check Moneybarn carried out, which showed no record of total loss claims. Moneybarn said the car may have been involved in a minor accident with repair to a satisfactory standard but that wouldn't mean the car wasn't fit for purpose at the point of sale which I agree with.
- Mr P has told our investigator he thought there was a fault with the car. Given Mr P took out an agreement for a nine year old car with just under 70000 miles on the clock when he got it I think he might reasonably expect it to have more wear, tear and repair issues than if he had taken out an agreement for a new car. Having said that we do expect cars to be fit for purpose at the point of sale. If issues arise within the first six months, we usually say it's the business responsibility to investigate and if appropriate to put right. In this case I can't see that Mr P raised any issues with the car until he decided to VT his agreement some 17 months after he took it out. As such the onus is on him to show there were problems at the point of sale, for example by providing an independent report, for which Moneybarn is responsible. But Mr P hasn't done this.
- As Moneybarn carried out the basic checks I would have expected it to do on the car. And I have no evidence of a point of sale issue I can't reasonably ask Moneybarn to write off the outstanding balance that Mr P owes on his account or compensate him 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 P to accept or reject my decision before 6 September 2022.

Bridget Makins
Ombudsman