

complaint

Mr S complains that a car that was supplied to him under a conditional sale agreement with Moneybarn No. 1 Limited wasn't of satisfactory quality.

background

A used car was supplied to Mr S under a conditional sale agreement with Moneybarn that he signed in December 2016. The car was then more than seven years old and had a mileage of 78,393. Mr S complained to the dealer about a number of issues with the car in January 2017. He said that the clutch pedal was too high and close to breaking, the brake pads required replacement, the steering wheel was shaking and the link bars, axle arms and all four wheels required replacement. He then complained to Moneybarn which arranged for the car to be inspected. Mr S wasn't satisfied with Moneybarn's response so complained to this service.

The investigator didn't recommend that this complaint should be upheld. She said that the car passed its MOT test in November 2016, with an advisory for the front brake pads which meant that they would need replacing but were still serviceable. And the independent expert's report says that the faults with the car are what might be expected on a car that had done over 70,000 miles. And she couldn't see that there was an inherent defect with the car or issues not relating to wear and tear.

Mr S has asked for his complaint to be considered by an ombudsman. He says that it doesn't make sense for him to buy a car on finance and for it to then have issues after a few weeks and need to be taken straight to the garage for repairs. And he says that he will go to court if the problems aren't repaired.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There are clearly some issues with Mr S's car and I can understand his frustration that he became aware of those issues so soon after the car had been supplied to him. Moneybarn has arranged for the car to be inspected by an independent expert. The expert's report says:

"This leads us to the question was the vehicle of satisfactory quality and fit for purpose at the point of sale, undoubtedly the vehicle was fit for purpose at the point of sale as it passed an MOT with similar mileage just prior to the date of purchase, the brakes are currently serviceable and the clutch is serviceable but nearing the end of its useful life would lead us to the conclusion that the vehicle has an underlying wear and deterioration issue to the clutch and brakes, and given the minimal mileage the vehicle had covered since the date of purchase would lead us to conclusion that the brakes and the clutch would have been in an advanced state of deterioration at the point of sale, however as the clutch and the brakes are service issues we do not believe this would impinge on the vehicle being of satisfactory quality at the point of sale i.e. a vehicle having covered over 70,000 miles it would not be unusual to have to replace the brakes and clutch".

So it's clear that the independent expert considers that the car was of satisfactory quality when it was supplied to Mr S and that the issues with the brakes and clutch are wear and tear issues. And the car had passed an MOT test in November 2016. So I'm not persuaded that there's enough evidence to show that the car wasn't of satisfactory quality when it was supplied to Mr S. And I find that it wouldn't be fair or reasonable in these circumstances for me to require Moneybarn to pay for the issues with the car to be repaired – or to take any other action in response to Mr S's complaint.

my final decision

For these reasons, my decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 September 2017.

Jarrold Hastings
ombudsman