

## **complaint**

Mrs R complains that the car she obtained under a conditional sale agreement with Moneybarn No. 1 Limited was not of satisfactory quality. Initially she asked Moneybarn to repair the car at no cost to her. Now she would like to terminate the agreement and have the money she paid refunded.

## **background**

Mrs R got the car in May 2014, when it was nearly four years old. It broke down in October 2014, by which time Mrs R had driven about 11,000 miles. It was out of warranty and the original dealer was not willing to fix it without charging Mrs R. She asked Moneybarn to pay for the repairs. It declined to pay, saying the problems were caused by fair wear and tear. Following our involvement Moneybarn commissioned an independent inspection.

Our adjudicator did not recommend that the complaint was upheld. He said that the evidence, including the independent report, did not suggest that the faults were present or developing at the point of sale. So he did not think Moneybarn was responsible for putting the car right.

Mrs R disagreed. She said that the likely fault with the DPF filter, identified by the independent inspection, was a secondary fault because the car had been unused for so long by the time of the inspection. She argued that the primary reason the car had broken down was a fault with the tappets, identified by the first garage which inspected it, and that the car had not been run for long enough on the independent inspection to notice that. There had never been any warning lights on the dashboard to indicate a problem with the DPF. But the inspector had noted that the exhaust pressure sensor had been disconnected. Mrs R believed that that must have been so when she got the car, and was why no warning light had shown. The car's service history did not show that the DPF filter or exhaust pressure sensor had been checked.

She also referred to the upheaval and problems caused because the car was still not driveable.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The car has been inspected three times:

- first by a local garage, which said it suspected cam shaft wear and had also found codes for glow plugs and an exhaust sensor circuit;
- secondly by a main dealer for that make of car. It said it found the fan belt shredded and battery flat. It had replaced the fan belt and found a fault code relating to exhaust gas pressure sensor. But more diagnostic work would be needed;
- thirdly by the independent inspector. He said the car would need comprehensive diagnostic testing using a main agent's equipment to confirm the precise cause of the problem. However the engine cut out after about 30 seconds and fault codes were found relating to an exhaust pressure probe circuit and glow plugs. The exhaust pressure

sensor was found to be disconnected. He said that on balance the problem was probably caused by a blocked DPF filter, and it was unlikely that the faults were developing when the car was sold.

Without more detailed testing I still cannot be sure about the cause of the problems, but will have to decide on the balance of probability, whether or not they were developing when the car was sold.

I can see why Mrs R refers back to the initial garage's view. I cannot rule out that there is another problem as mentioned at that stage, but it seems surprising that neither of the two later inspections (by a main dealer and a specialist inspector) apparently identified it.

I cannot see that it is likely a DPF problem would develop because a car was not being used. And *all three* inspections mention finding fault codes about an exhaust sensor (which would be affected by the DPF). So it seems likely to me that there was a DPF problem, and that it had arisen when the car first broke down. Given the mileage Mrs R had driven, the DPF must have been working effectively when she first got the car, otherwise she would have had problems far sooner.

I can see why Mrs R is concerned by the independent inspector's mention that the exhaust pressure sensor had been disconnected. However neither of the two earlier inspections seems to have mentioned that. But they did pick up that there was a related fault code, so it is possible that the sensor was disconnected during one of the previous attempts at diagnosing the underlying problem.

While I cannot be certain of the cause of the car's problems, on balance (for the reasons given above) I do not think the evidence available suggests that the car was faulty or had faults developing when sold to Mrs R. So I cannot conclude that its quality had been unsatisfactory at that point.

### **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs R to accept or reject my decision before 27 May 2015.

Hilary Bainbridge  
**ombudsman**