

## **complaint**

Miss J's unhappy that a used car she bought with finance from Moneybarn No. 1 Limited was faulty. She wants it to assist her with the repairs.

## **background**

Moneybarn said in its final response that the car was seven years old with about 71,000 miles on the clock when it was bought by Miss J. Since then it'd covered about 2,830 miles in three months before breaking down. Miss J's garage has confirmed the timing chain snapped leading to catastrophic engine failure. But it said this was caused by the car being used with insufficient oil. The fault was caused by incorrect maintenance and wear and tear. It's likely the fault wasn't present at the point of purchase and has developed as a result of Miss J's use of the car. The problem was also worsened by her failure to maintain sufficient oil levels. So, it can't help Miss J with the repairs.

Our adjudicator felt that this complaint shouldn't be upheld. He said:

- Miss J says the low oil warning light in the car didn't illuminate to show there was an oil problem. But he hasn't been provided with any proof of this.
- The garage confirmed the timing chain snapped causing the engine to fail.
- Moneybarn is only liable for faults that are present at the point of sale. But in this case it doesn't appear the car had an inherent fault. The timing chain issue is a wear and tear item. It doesn't seem to have failed early taking into account the car's age and mileage.
- So, Moneybarn isn't liable to repair the car.

Miss J doesn't agree and has asked for an ombudsman review. She says she was told by a garage the fault was present at the point of sale. She'd only had the car for three months and shouldn't be responsible for fixing the faults.

## **my findings**

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

I agree with the adjudicator's conclusions for the same reasons.

Taking everything into account I think it's most likely the problem arose as a result of normal wear and tear particularly give the car's age and mileage. It was seven years old when bought and had covered some 71,000 miles. It then covered another 2,830 miles in three months before it broke down. It's also been suggested that the problem was caused by poor maintenance with insufficient oil in the engine.

Overall, I don't think Miss J's shown on balance that the car was faulty at the point of sale.

So, although I recognise Miss J's frustration, I don't think I can fairly or reasonably require Moneybarn to meet the repair costs. And I don't see any compelling reason to change the proposed outcome in this case.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 6 February 2017.

Stephen Cooper  
**ombudsman**