

complaint

Ms D complains about problems she's experienced with a used car she bought with finance from Moneybarn No. 1 Limited.

background

Ms D bought the car in February 2016. She later complained to Moneybarn about the problems she was experiencing with it. And, being unhappy with its response, she complained to this service.

Our adjudicator thought Ms D's complaint shouldn't be upheld.

Ms D disagreed with the adjudicator's conclusions. So, the matter's been referred to me to make a final decision.

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've decided not to uphold Ms D's complaint and I'll explain why.

Ms D says she's had problems with her car since she bought it. She says the faults it has now were present or developing when it was sold to her. And she says the car isn't fit for purpose.

Moneybarn says Ms D bought her car in February 2016. It says the car had covered just over 76,000 miles when she bought it and it's six years old.

Moneybarn also says Ms D contacted it about a number of issues with her car in May 2016. It says the issues were wear and tear items, but the supplying dealer sorted them all out at no cost to her. And it says Ms D was given a courtesy car when the work was being done and she was reimbursed a monthly payment for any inconvenience she'd experienced.

In addition, Moneybarn says in September 2016, Ms D told it about problems she was experiencing with the brakes, clutch and electronics. It says it told her that due to the length of time she'd had the car, she would need to prove the problems were inherent or developing when she bought it. But it says she didn't do this, so her complaint was closed.

Moneybarn further says in July 2017, Ms D gave it a report from a garage which refers to some fault codes, but doesn't give any detail about when they occurred or whether they're present or historical. It says they're unrelated to the previous repairs and it's satisfied the report fails to substantiate that the car wasn't of satisfactory quality when Ms D bought it. And it says if it wasn't Ms D wouldn't have been able to cover almost 9,000 miles in the car over the last 17 months.

Moneybarn says it's spoken to the engineer who carried out the inspection and he confirmed that he didn't find any fault with the brakes. It says the stop/start function does require attention and the engineer suspects this is due to a faulty wire or sensor. But Moneybarn says both of these would be considered perishable items that aren't designed to last the lifetime of the vehicle. And it says once it made the engineer aware of the time Ms D's had

the car, he admitted it wouldn't be possible to determine whether the current issues were likely to have been inherent from the point of purchase.

I've seen the photographs Ms D's given us from the recent inspection of her car. And I note the inspector said in an email to her that 'I would like to confirm that the findings I have presented to you show very much that they are related to your on going complaint'.

I acknowledge the impact the problems with her car have had on Ms D and I've considerable sympathy for her. I've also taken into account the age and mileage of the car and the length of time Ms D's owned it. And, in the circumstances, I don't have enough information to conclude the problems Ms D's currently experiencing with her car are the result of faults which were present or developing when she bought it, rather than normal wear and tear items to be reasonably expected in a car of that age and mileage.

So, I can't uphold Ms D's complaint.

my final decision

I don't uphold Ms D's complaint against Moneybarn No. 1 Limited.

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

Robert Collinson
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