

complaint

Mr G complains that the car he bought with finance from Moneybarn No. 1 Limited isn't fit for purpose.

background

Mr G bought the car in September 2015. He later complained to Moneybarn about the problems he was experiencing with it. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr G's complaint should be upheld. She said Moneybarn should take the car back and end the finance agreement.

Moneybarn disagreed with the investigator'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 to uphold Mr G's complaint and I'll explain why.

Mr G says shortly after he bought the car, he noticed the roof was leaking, so he got in touch with the garage to have it repaired. He says the car wasn't fixed properly and the roof's continued to leak. And he says the water that was coming in caused the parking sensors to stop working.

Mr G also says it's nearly two years since he bought the car and he's still in the same position as when he bought it. He says it was faulty from day one. And he says he's been caused a lot of stress and had to get taxis because the car was off the road for four months for repairs. In addition, Mr G says a fair outcome should be not only to get back what he's paid, but also some compensation for all the inconvenience he's been caused as a result of the car's roof continuing to leak.

Moneybarn says Mr G bought the car on 9 September 2015. It says on 24 December 2015 he took it back to the supplying dealer due to issues with water coming in via the roof. And it says repairs were carried out to the roof at that time.

Moneybarn also says on 29 April 2016 Mr G brought the car in for repairs again, due to water leaking in via the roof. It says the garage advised that the roof bars were bent, but as a gesture of goodwill, it fully replaced the roof locking mechanism and the roof bars. It says the roof was also looked at by a garage specialising in that type of car which adjusted the roof. And it says following this repair, the roof was extensively tested in wet weather conditions and no evidence of a leak could be found.

In addition, Moneybarn says it first became aware of this issue when Mr G contacted it by email in December 2016. It says the car's second hand and although it's disappointing, it's not unusual for issues to occur from time to time, considering the age and mileage of the car. And it says this is a seven year old convertible car with a cloth roof, so the implications of wear and tear have to be considered.

From the information I've seen, I'm satisfied Mr G's experienced problems with the roof of his car leaking from very soon after he bought it up to the present time. I acknowledge that repairs have been carried out, but I think the problems are sufficiently similar in nature that it's most likely the continuing issues are related to a fault the car had when Mr G bought it. I note Mr G was previously willing to keep the car and have it repaired. But the information I've seen indicates the repair attempts have failed. In these circumstances I think it's entirely fair and reasonable at this stage for Mr G to be able to reject the car and end his finance agreement. So, I uphold his complaint.

I think Moneybarn should arrange to collect the car at no cost to Mr G and it should refund his deposit with interest. But I think it's fair for Moneybarn to keep the majority of the monthly payments Mr G's made under his finance agreement, to reflect his use of the car. However, I think it should refund five of the monthly payments to reflect the trouble and upset and loss of enjoyment Mr G's experienced, particularly as a result of the amount of time the car's been off the road for repairs. I also think Moneybarn should cancel the agreement and remove it from Mr G's credit file, once he's paid any outstanding arrears.

my final decision

I uphold Mr G's complaint against Moneybarn No. 1 Limited. It must:

1. Arrange to collect the car at no cost to him;
2. Refund five monthly payments to reflect the time the car's been off the road for repairs and for Mr G's loss of enjoyment of it;
3. Once Mr G's paid any outstanding arrears, cancel the agreement and remove it from his credit file;
3. Refund Mr G's deposit in full with interest at 8% simple from the date he paid it until the date it's returned.*

*If Moneybarn considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr G how much it's taken off. It should also give Mr G a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

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

Robert Collinson
ombudsman