

complaint

Mrs K complains that a used car she got with a conditional sale agreement from Moneybarn No 1 Ltd was of unsatisfactory quality.

background

Mrs K got this car in October 2016. It came to a sudden stop about five weeks later and she needed roadside assistance. Diagnostic tests done at the roadside showed several faults and a temporary repair was carried out. Mrs K contacted the dealer who said it sounded as if the problem might be the timing chain - which could cost £400 to replace. Mrs K didn't think that was fair so she contacted Moneybarn but it was no help.

The car broke down again near the end of January 2017 and roadside assistance found the battery was at fault. Mrs K says Moneybarn only responded when she withheld repayments. And the dealer said there was no fault - when it eventually looked at the car at the end of March. Mrs K believes there's an ongoing issue with the timing chain. She needs a reliable car for her family and work so she wants to reject this one and end the finance agreement.

Moneybarn says the first roadside assistance report shows some fault codes but these had gone when the second roadside report was done. That report said there was a problem with the battery and the dealer had the car looked at by an independent garage. It confirmed the battery wasn't charging properly and the dealer had that replaced. Moneybarn thinks Mrs K has had a fair response to her complaint and it shouldn't have to do anything further.

Our investigator notes the roadside assistance reports say findings at the roadside must be checked in a workshop. He's satisfied this car has now been checked and an issue with the battery has been resolved. He's not persuaded there's enough evidence to conclude that the car was of unsatisfactory quality when Mrs K got it. And he doesn't recommend this complaint should be upheld.

Mrs K feels this is unfair. She says

1. the third party garage that looked at the car isn't independent and it can't have carried out proper tests in the time it had the car;
2. it was the dealer who told her the problem was with the timing chain; and
3. Moneybarn took far too long to deal with the matter.

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 am sorry to disappoint Mrs K but I've reached substantially the same conclusions as our investigator for much the same reasons.

I should make it clear at the outset that we provide an informal dispute resolution service. My role here is to weigh up the evidence and decide what's a fair and reasonable outcome overall. And, where evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in the light of the available evidence and the wider circumstances.

Mrs K got this car with finance provided by Moneybarn and legislation says it should have been of satisfactory quality at the point of supply. The level of quality that's considered satisfactory for a used car will vary according to individual circumstances – but it's generally considered reasonable to take factors such as age, cost and mileage into account. This car was about five years old with just over 34,000 miles on the clock when Mrs K collected it. It cost £5,500 and she's been able to drive nearly 3,500 miles in the six months or so that she had it.

I accept the car broke down not long after supply. I have no doubt that must have been upsetting and inconvenient for Mrs K. And I understand she was frustrated when the dealer told her there might be a timing chain issue which would require a costly repair. But, I don't think that means the breakdown was definitely caused by an issue with the timing chain.

I have considered the email the dealer sent Mrs K at the time. I'm satisfied he said the most common cause of the sort of fault codes set out in the roadside report is the timing chain. But, I think the dealer made it clear that he'd need to see the car for more tests before he would be able to provide a definite answer. I don't think that was an unreasonable response, in these circumstances.

It looks as if the car was able to be repaired sufficiently at the roadside after the first breakdown for Mrs K to drive it afterwards. Mrs K doesn't seem to have taken the car back to the dealer - or had it looked at by another garage. I appreciate that's probably because she was waiting to hear from Moneybarn but it means I can't be sure of the cause of the first breakdown.

The car broke down again in January 2017. Another roadside report done at that stage found an issue with the battery, but I note there's no mention of the fault codes found previously. Mrs K contacted Moneybarn and the dealer arranged for a third party garage to investigate. It ran diagnostic tests and provided a printout showing no faults. Mrs K isn't convinced that these results relate to her car. She says the third party garage isn't independent - it's well known to the dealer. And it didn't have the car for long enough to test it correctly.

I want to assure Mrs K that I have thought carefully about everything she has said. I don't underestimate how frustrated she feels about what's happened. But, I can't be certain how long exactly the third party garage took to inspect this car – and I'm unable to say it didn't have the car long enough to carry out proper tests.

I've considered the diagnostic test results the third party garage has supplied. I can see there's an ECU code which relates to the same model and make as Mrs K's car. On balance, I think these test results probably do relate to Mrs K's vehicle. And I can't reasonably conclude that the car displayed fault codes when it was inspected by the third party garage. I accept a problem with the car battery was identified, but there's no dispute that the dealer has since paid to have the battery replaced. And I think that's fair.

I appreciate Mrs K feels Moneybarn didn't act quickly enough when she complained and she remains unhappy with it - she says the car rattles when idling, repairs haven't been completed properly and there's an unresolved issue with the timing chain.

I understand it's worrying when a car breaks down in this way. But, I'm satisfied Moneybarn made arrangements to have the matter investigated by a third party via the dealer. I think it's more likely than not the cause has been found and resolved at no cost to Mrs K. And, I'm not

persuaded, on balance, that there's enough evidence here for me to reasonably conclude that Moneybarn should take this car back or do anything further.

I realise this decision is likely to come as a disappointment to Mrs K and I'm sorry if she feels let down. But Mrs K doesn't have to accept what I've said, in which case she remains free to pursue the matter by any other means that may be available.

my final decision

For the reasons I've given, my decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 12 July 2017.

Claire Jackson
ombudsman