

## **complaint**

Mr T complains that the car he acquired in September 2016 through a conditional sale agreement with Moneybarn No. 1 Limited (the business) was not of satisfactory quality. He wants the costs of repairs refunded along with other costs and compensation for the trouble and upset he has experienced.

## **background**

Mr T entered into a conditional sale agreement with the business in September 2016 to acquire a used car. The car was first registered in 2009 and had been driven 73,000 miles at the time of acquisition.

Mr T says that he contacted the business in October about an issue with the car. He says that business first refused to pay for the repair but later did refund him the costs. He says that the car has other issues which he has raised with the business and given it the opportunity to rectify. He says the business has not done this.

In November an independent inspection of the car was carried out. Mr T says that there was no mechanical inspection. He says that the roof is defective and doesn't secure properly; the rear parking sensors don't work; and an off side front drop link has gone. He says that the business offered him £100 compensation for the upset caused and £100 for the roof repair.

Mr T says he has had to chase the business for responses. He wants his costs reimbursed from when he couldn't use the car and also all repairs paid for and compensation. He has also raised concerns that the car's mileage has been tampered with.

The business says that Mr T contacted it on 26 October in regard to an issue with the tensioners and timing chain. It says after contact with the dealer and requests by Mr T to have the repair undertaken at a local garage, the repairs were undertaken and the costs covered. It also offered Mr T £100 compensation in recognition of the inconvenience he had experienced but this was refused.

The business says that Mr T then raised issues with the car's roof, the sun visor mirror and the rear parking sensors. It arranged for an independent inspection to be carried out. It says this confirmed some minor adjustments were required to the roof and said that the car was fit for purpose. It also confirmed that the rear parking sensors were not fitted. The business then confirmed these were not fitted as standard and requested evidence that the car was advertised as having rear parking sensors but this was not provided.

In respect to the issue with the roof, the business offered to pay £100 towards the repair costs and it confirmed its offer of £100 compensation.

The business says that Mr T has not made the payments due under this agreement and that he has had use of the car. The mileage was over 77,000 when the inspection report was carried out.

The adjudicator said that the offer made by the business was reasonable. He said that the car was more than six years old when it was supplied and that while it did develop a fault, this had been rectified. He said that there was no evidence that the fault with the drop link was present at the point of sale and no evidence that the car was supplied with rear parking sensors or that the mileage had been tampered with.

The adjudicator said that the business had offered to pay £100 towards the roof repair as a gesture of goodwill and £100 for the inconvenience caused by the car needing to be fixed in November. He found this reasonable.

Mr T did not accept the adjudicator's view. He did not accept that the issue with the drop link repair had been addressed. He also said that he was not responsible for any delay in the repairs being undertaken.

### **my findings**

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

Mr T has raised a number of issues with his car. The initial issue which he raised a few weeks after acquiring the car related to the timing chain. Mr T's request for repair at a local garage was accepted and the costs of the repair covered. I find this resolves this issue.

While I appreciate Mr T says that there was a period of time when he was not able to drive his car due to it needing this repair, I also accept that the dealer offered to carry out the diagnostics and repair and then time was taken trying to accommodate Mr T's request for a the repair at a local garage. The business has offered to pay Mr T £100 compensation for the inconvenience caused due to this issue and I find this fair and reasonable.

Mr T then raised further issues regarding the roof; sun visor mirror; and rear parking sensors. Given the business is only liable for issues that arise due to faults present at the point of sale, I find it reasonable that it decided to have an independent inspection carried out on the car at that point.

The inspection was carried out in November 2016 and the car had a recorded mileage of over 77,000. This suggests that Mr T was able to have fair usage of the car since he acquired it. The inspection confirmed the issues but said that the car was fit for purpose. It noted the issue with the roof was minor and said that the rear parking sensors were not fitted.

Based on further investigation by the business, it was found that the rear parking sensors were an extra and not fitted as standard. Based on this, without further evidence that the car was sold stating it had rear sensors fitted, I do not find that the business is required to do anything further in this regard.

In regard to the roof, the issue was confirmed but I find that if the issue had been present at the point of sale, this should have been identified by Mr T. The business has offered to pay £100 towards the repair which I find reasonable in this case.

I find that the crack in the sun visor mirror would have been apparent at the point of sale if present at that time. I do not find the business is required to do anything further in regard to this.

Mr T has also raised concerns about the mileage based on comments regarding the failure of the timing chain. As the adjudicator mentioned, the MOT history for this car does not raise any concerns in regard to the mileage. Based on there being no further evidence provided I do not find I have anything to suggest the mileage has been tampered with.

The final point relates to repair work undertaken in December 2016 to a track rod end and suspension arm. This work was undertaken by the garage that replaced the timing chain and took place after the independent inspection had been carried out.

The garage that carried out the work has said the issues with the track rod end and suspension arm were due to wear and tear. They said that they would have been developing at the point of sale. I note the comments and particularly the point made about wear and tear. The car was registered in 2009 and had been driven over 70,000 miles when Mr T acquired it. Therefore I would not be surprised that there would be some wear and tear. The question is whether there was a fault with the items and whether this was present at the point of sale. I note that the issue was not raised as part of the inspection report and was not raised in the discussions regarding the timing chain repairs.

On balance, given the age of the car and the mileage covered, I do not find I have enough evidence to say that this repair was required due to a fault that was present at the point of sale.

Overall I can see that Mr T has experienced a number of issues with the car. However I find that the main issue regarding the timing chain was resolved and I find the business' offer of £100 towards the cost of the roof repair and £100 compensation is fair and reasonable.

### **my final decision**

My final decision is that Moneybarn No. 1 Limited should pay Mr T £100 towards the cost of the repairs to the car's roof and £100 compensation for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 7 April 2017.

Jane Archer  
**ombudsman**